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THE RETIREMENT of Lord DUNBOYNE from the position of Senior Master of the Supreme Court and King's Remembrancer removes the last of the masters formerly attached to one or other of the several divisions of the High Court who were transferred to the Central Office on its formation in 1880. He was appointed a Master of the Court of Exchequer on the 26th of November, 1874, and has, therefore, completed thirty-one years in the public service. His retirement will be keenly felt by both branches of the profession. He was one of the most popular of the masters sitting in chambers, where his patience in listening to arguments directed to the real issue, combined with his impatience of mere technical objections and obstructive tactics, has long commanded, as it always does, the respect of the profession. His decisions, too, were widely relied upon, and consequently his chamber list was generally a heavy one. That he had endeared himself to those with whom he worked and to those who worked under him is proved by the presence of his brother masters at the presentation to him from the large body of clerks in the Central Office, an account of which will be found elsewhere.

Mr. Cohen, K.C., and the Privy Council.

THE APPOINTMENT of Mr. A. COHEN, K.C., as a member of the Privy Council, on which we commented last week, raises the question whether he will continue to practise before the Judicial Committee. He has for many years had a good practice before that tribunal, and we have not heard that he has any wish to retire from practice. In these circumstances we may properly consider the observations of the Lord Chancellor in the recent case of *Re Kinross* (1905, A. C. 468). Lord HALSBURY says: "We have a distinguished member of the House of Commons and of the bar—Mr. ASQUITH—who is also a member of the Privy Council, practising before the Privy Council. It may be said that he is not a member of the Judicial Committee of the Privy Council. That is true; but it would be strange if that circumstance were to affect the question whether or not he ought to be heard as an advocate before that tribunal." Mr. COHEN may, therefore, continue to practise as a barrister before the Privy Council; though we should have much preferred that, like Lord KINGSDOWN, he had become a member of the Judicial Committee before which he has so long practised.

Lord Alverstone on the Criminal Evidence Act.

It is interesting to find the Lord Chief Justice giving so unqualified an approval to the working of the Criminal Evidence Act, 1898, as was contained in his remarks in Gray's inn Hall on Tuesday night. The object of all evidence is to arrive at the truth, and we have no doubt that hereafter it will seem as absurd to exclude the evidence of the accused party on a criminal trial as it seems absurd now to have excluded the evidence of the parties to a civil cause. The chief object of the Act, no doubt, was to secure that innocent persons should not be debarred from offering evidence which would prove their innocence; on the other hand, it naturally has an effect in insuring the conviction of the guilty. We are not surprised that Lord Alverstone saw no harm in this. While, he is reported to have said, the main operation of the Act had been to enable, or help to enable, innocent people to get off, he did not think it was going against the Act that it had also operated to convict those who were guilty. And he added that the experience of those who had tried cases under this law and under the old law was overwhelmingly in favour of the Act. It is for the presiding judge to see that this procedure, like all other procedure, is used fairly towards the prisoner, and it is still the duty of the prosecution to prove their case, whether the prisoner gives evidence or no. But we are not likely to go back to the state of things when the evidence of the person who knew most about the matter, and could best explain any incriminating circumstances, was excluded.

How Far an English Marriage is Affected by a Foreign Divorce.

In the case of *In the Estate of Isabella Wallas*, Mr. Justice Bargrave Deane, on a motion for administration under section 73 of the Probate Act, 1857, granted, on the 30th of October, administration without citing the husband of the intestate. So far as we can gather from a rather scanty statement of the facts, the husband and wife, at the time of the marriage, were domiciled in England, but he left her in 1885, and after visiting various countries and returning to England, went to America, and in 1891 obtained a divorce in the State of Ohio on the ground of her alleged wilful absence. The ground of the application for administration without citing the husband was that there had been a dissolution of the marriage, and he had, therefore, ceased to be interested in the estate of the wife, and, alternatively, that by obtaining the decree he had elected to forfeit his interest in her estate. The learned judge appears to have accepted this argument, for he made an order in the terms of the application. We have, however, great difficulty in seeing how the English marriage could be considered to have been dissolved by the proceedings in Ohio, of which, so far as appears, the wife had no notice. The husband—to adopt the words of Lord Selborne in *Harvey* v. *Farnie* (8 App. Cas. 43)—appears to have had recourse to Ohio for the purpose of constituting a merely forensic domicil, and there was a total absence of matrimonial domicil. In these circumstances the English law would consider that the Court of Ohio had no proper jurisdiction, or, at all events, not such a jurisdiction as would be recognized for the purpose of giving effect to its sentence in England.

Stamping Agreements After Execution.

We suggested some reasons last week for the commonly received view that an adhesive stamp can only be affixed to an agreement under hand at the time of execution. A correspondent, whose letter we print elsewhere, raises the point that, by virtue of section 8 of the Stamp Act, 1891, the person who first executes the agreement can affix and cancel the stamp at any time after execution. This goes further than the contention of our former correspondent, who only claimed that the instrument might be stamped within seven days after execution. But it seems to us that each of the three alternatives mentioned in section 8 requires that the stamp shall have been affixed "at the proper time." This phrase, indeed, is only used in the third alternative—namely, "unless it is otherwise proved that the stamp appearing on the instrument was affixed at the proper time." But the use of the word "otherwise" shews that each of the former two alternatives assumes that the stamp has been cancelled at the proper time. Hence, whether the stamp is cancelled by the party who executes the instrument writing his name across it or in any other way, the stamping is only effective if this is done at the proper time. But it is apparent from section 15 (1) that the proper time for stamping all instruments is before or upon execution "save where other express provision is in this Act made." Such provision is made in the same section for certain instruments chargeable with *ad valorem* duty. It is made with regard to certain charter-parties by section 50, and with regard to bills of exchange payable on demand by section 38 (2); but there is no such provision for agreements under hand, and consequently an adhesive stamp can only be used at the time of first execution. We were not aware till the present correspondence that this was doubted. The allowance by the Inland Revenue Commissioners of fourteen days for stamping agreements without a penalty is of course based upon the principle that in strictness they should be stamped before or on execution.

The Lord Mayor's Jurisdiction in the Temple.

Nothing is so well established as the right of the Lord Mayor in November of each year to enter the Law Courts and interrupt the proceedings in order that he may be presented to the judges and invite them to dinner. But it is not so well known that his lordship has laid claim to a more extensive privilege—the right to carry his sword erect within the boundaries of the Temple as a symbol of his authority. In March, 1669, the Lord Mayor having been invited to dine with the Reader of the Inner Temple, it became known that he intended to assert this privilege, and the society thereupon decided that two barristers, members of the inn, should be sent to "advertise" his lordship that the society was privileged and beyond the jurisdiction of the city. The gentlemen selected were Mr. Wroth, of whom we have little knowledge, and Mr. George Jeffreys, a young man of twenty, just called to the bar. The career of Mr. George Jeffreys, afterwards Lord Jeffreys, is surely the most remarkable example of precocity at the English bar. Dying at the age of forty in 1689, he had for some years held the office of Lord Chancellor, having previously held the offices of Recorder of the City of London and Lord Chief Justice of England. It has often been stated that he owed his advancement to the fact that he was the ready tool of Charles II. and his successor James II. But it does not appear that Jeffreys, the son of a Welsh squire, had any particular professional influence, and it is certainly remarkable that the society should have selected him at his early age to represent them upon so important an occasion. When the two barristers appeared before the Lord Mayor and aldermen at the Guildhall, Jeffreys seems at once to have taken the matter into his own hands. He addressed the civic tribunal in a speech which, so far as it is reported, is moderate enough, but it was not very graciously received by the Lord Mayor, who took it as a high affront that he should be accosted in this fashion, and said that he would not compound with hot-headed young men. But afterwards, when the Lord Mayor, on his way to dine with the Reader, ordered his sword to be carried erect within the Temple there was a riot, and the students pulled the sword down. Upon the complaint of the Lord Mayor, the case was heard before the Privy Council, when the question was left to be decided by due course of law. No further action was taken by the city, and the question remains unsettled to this day.

Divisional Courts and Hearings Before a Single Judge.

The student of English legal procedure who wishes to consider the subject with due regard to convenience and good sense may be tempted to ask, whether there is any reason in the nature of things why important cases involving mixed questions of law and fact are heard and determined in the Chancery Division by a single judge, while cases, often of less importance, are heard in the King's Bench before a Divisional Court consisting of two or three judges. It is difficult to give a satisfactory answer to the question, apart from the fact that it was necessary from an early period of our history that there should be a considerable number of common law judges to provide for the requirements of the circuits, and that these judges might just as well take part in the sittings *in banco* during term, for there was little

else for them to do. The Court of Chancery, on the other hand, was always a metropolitan tribunal, and many years passed before it was found necessary to reinforce the Lord Chancellor and the Master of the Rolls in the exercise of their peculiar jurisdiction. Fifty years have not passed since the Lord Chancellor, sitting alone, heard appeals from the Master of the Rolls or Vice-Chancellors, and when it was found expedient to create a separate Court of Appeal, two Lords Justices only were assigned to this court. At common law the practice was different. A court of six or eight judges constituted the Exchequer Chamber; a point of criminal law was sometimes considered by the whole body of common law judges; a large proportion of them was occasionally summoned to assist the House of Lords on the hearing of an appeal; more than one judge sat at important criminal trials, and there was the trial at bar, where three judges sat with a jury at the trial of an important case, civil or criminal. The Judicature Acts did something to check this extravagance in the disposition of the time and services of judges, but there has been of late some tendency to a reactionary policy. It has become a common practice for the Divisional Court to consist of three, instead of two, judges, and in the recent case of *West Rand Central Gold Mining Co.* v. *Rex* (1905, 2 K. B. 391) a trial at bar was ordered to determine an issue at law—namely, the demurrer to a petition of right. Why this was thought necessary it is hard to understand, as there is surely no difference in principle between hearing a question of law at bar before three judges and hearing the same question before a Divisional Court consisting of three judges.

What is a Lodger?

No REGISTRATION appeal of recent years affects so many persons as the recent case of *Kent* v. *Fittal*, lately heard by a Divisional Court. It raises the old question, What is a lodger? and emphasises the difficulty of distinguishing an occupier of a flat or other dwelling within a dwelling-house from a lodger. Section 5 of the Registration Act, 1878, provides that "dwelling-house" shall include any part of a house where that part is separately occupied as a dwelling; and that "lodgings" shall include any apartments or place of residence, whether furnished or unfurnished, in a dwelling-house. This provision can hardly be said to draw any clear line between the two kinds of occupation. The question was very fully considered by the Court of Appeal in *Bradley* v. *Baylis* (8 Q. B. D. 195), in the course of which BRETT, L.J., said that nothing could be more difficult, and nothing more involved, than these statutes. A rule, however, was evolved which was thus stated by LINDLEY, L.J., "Where a house is wholly let out in unfurnished apartments, separately occupied by tenants, and their landlord does not reside in the house, and has no servant in the house to look after it for him, the tenants are rateable, and are not lodgers; whilst, on the other hand, when a house is let out in unfurnished apartments to tenants, and their landlord resides in the house, or has a servant in it to look after it for him, then such tenants are not rateable, and are lodgers." In the recent case a person was proved to be the occupier of an unfurnished room in a house in which other tenants similarly occupied rooms, and in which the landlord also resided; but the revising barrister found as a fact that the landlord's occupation of the rooms he retained was identical in character with that of his tenants; that, as far as their relationship *inter se* as residents went, the landlord occupied no different position than he would if he were not the landlord; and that he had no right to enter, or in any way interfere with and control, the rooms let to his tenants. Under these circumstances the barrister held that the tenant was an occupier of a dwelling-house and entitled to be on Division I. of the register, and he overruled an objection to the name. The Divisional Court, however, held that when the landlord resided on the premises he retained control as master of the house, and, following *Bradley* v. *Baylis*, they allowed the appeal. In consequence, 2,595 names are to be expunged from the register of voters for the borough of Devonport unless the Court of Appeal overrules the decision of the High Court. From this decision it seems a natural inference that where a house is *wholly* let out in a number of separate apartments, and the occupiers are properly on Division I. of the register, the landlord can at his will disfranchise all the tenants by himself taking possession of one of the apartments on its becoming vacant and living in it himself. It is dangerous, as well as absurd, that the landlord should have such power. [The decision was reversed by the Court of Appeal on Thursday.]

Commission on Sales.

THE CASE of *Henry* v. *Gregory* (*Times*, 14th inst.), before WALTON, J., this week, illustrates once again the difficulty of deciding whether an informal arrangement for the sale of land, in which the parties contemplate the preparation of a formal contract, constitutes forthwith a binding contract, or whether, until the formal contract has been executed, the matter still remains in negotiation. The plaintiff claimed commission from the defendant, as representing the Friends' Provident Institution, on the sale of Kylemore Castle in Ireland to the Duke of MANCHESTER for £63,000. The Provident Institution, who sold as mortgagees in possession, had agreed with the plaintiff to pay him a commission of 3 per cent. if the duke became the purchaser, and a further 2 per cent. if the purchase was completed by the 15th of May, 1903. It was subsequently explained that the sale was to be considered as completed if a definite offer and acceptance were made. On the 17th of April, 1903, the Duke of MANCHESTER and the Provident Institution signed a memorandum of agreement by which the duke undertook to send professional persons over to Kylemore to verify the particulars of the property, and, provided he received a satisfactory report, he agreed to enter into a formal contract for the purchase of the property for £63,000. This contract, however, was not signed till September of the same year.

Informal Contracts.

UNDER THESE circumstances the question was, whether a complete contract had been constituted by the memorandum of the 17th of April, so as to entitle the plaintiff to his additional commission. All the cases on the subject appear to rest ultimately on the statement of the law by Lord WESTBURY in *Chinnock* v. *Marchioness of Ely* (4 De G. J. & S. 638), which was quoted with approval by Lord CAIRNS in *Rossiter* v. *Miller* (3 App. Cas., p. 1138). If there is once a final mutual assent to the terms of the purchase, and these are evidenced in a manner to satisfy the Statute of Frauds, the agreement is binding, "although the parties may have declared that the writing is to serve only as instructions for a formal agreement, or although it may be an express term that a formal agreement shall be prepared and signed by the parties." And it is apprehended that this does not mean that the parties have agreed upon all the matters which are usually included in a formal contract. It is sufficient if they have arranged and put into writing such terms as will satisfy the statute, if these are all the terms then under negotiation. But the reference to the formal contract may be of such a nature as to shew that the parties did not intend to be bound before it was prepared and signed, and then the preliminary memorandum is not a complete contract. WALTON, J., held that this was the effect of the memorandum in *Henry* v. *Gregory*. In a certain event the duke undertook to enter into a formal contract, but he did not then contract. The case is one of some difficulty, but it is to be observed that the term as to the particulars of the property being verified no more imported uncertainty than the condition implied in every contract that a title shall be made. It is a matter to be ascertained before the contract is carried out. And the undertaking to enter into a formal contract was not perhaps incompatible with the duke being at once bound by the informal contract. There is a similar undertaking implied in every case where an informal, but binding, contract contains a reference to a formal contract. However, these are simply reflections which shew the difficulties of such cases. The courts would have avoided much litigation, and probably done no injustice, had they always insisted on a formal contract where it appeared that this was contemplated by the parties.

Landlords and Weekly Tenants.

THE CASE of *Cavalier* v. *Pope*, in which the Court of Appeal delivered a considered judgment on the 9th of August, is one of a number of cases in which an attempt is made to override the general rule that, upon a simple letting of premises, no

covenant or promise is implied on the part of the lessor that they are reasonably fit for habitation or that he will do any repairs whatever. The law has undoubtedly been unsettled by decisions in which the courts have, upon slender evidence, held that a warranty might be implied that a house intended for occupation was properly drained, and by other cases in which, upon an equally slender consideration, the courts have held that there was a collateral agreement by the landlord to repair the premises. The Housing of the Working Classes Act, 1890, as is well known, confers an important privilege on the working classes, for, by section 75, if a house, or part of a house, is let to them for habitation, a condition is to be implied that the house at the commencement of the holding is in all respects reasonably fit for habitation. But with respect to repairs after the commencement of the tenancy, the law remains unaltered, and having regard to the rough and destructive habits of many weekly tenants, it is more convenient that it should be. In *Cavalier* v. *Pope* the jury found that the landlord, through his agent, in consideration that the tenant would withdraw a threat to quit, had promised that the defective condition of the kitchen floor should be repaired. No repairs were done, and some time afterwards the tenant's wife met with an accident owing to a chair on which she was standing going through the floor of the kitchen. In an action by the tenant and his wife against the landlord to recover the expenses to which the tenant had been put and damages sustained by the wife, the court, MATHEW, L.J., dissenting, held that the wife had no cause of action in respect of the injuries sustained by her, inasmuch as she was no party to the contract. We shall not be surprised, in view of the recent course of decisions, if some attempt is made by legislation or otherwise to alter in favour of tenants the law laid down by the Court of Appeal.

Popular Errors as to the Law of Marriage.

AT THE hearing of a summons under the Summary Jurisdiction (Married Women) Act, 1895, before the justices of Brentford the defence upon which the husband, a gas stoker, relied displayed a curious view of the law of husband and wife. The defence appears to have been that the marriage was not a legal one, inasmuch as the defendant was drunk at the time of the marriage, though he had done nothing to disaffirm it until he appeared before the justices. The case, however, is hardly so remarkable as that of *Whitworth* v. *Thomasson* (1893, P. 85), where the petitioner (a man in a humble rank of life) and his wife signed a paper whereby they agreed to separate, and that each should be at liberty to marry again; and the learned judge (BARNES, J.) came to the conclusion that the petitioner honestly believed that the marriage had been legally dissolved.

Presumption of Release of Covenants in Leases.

WHEN for a length of time a state of things at variance with the legal rights of parties has been acquiesced in, it is natural to assume that the intention to enforce those rights has been abandoned. This is one of the principles upon which the policy of statutes of limitation is based, and when time is not made an express bar by statute, the courts find themselves under the necessity of giving effect to the principle by means of fictions and presumptions. Thus before the period for acquisition of easements had been fixed by the Prescription Act, 1833, the courts confirmed an enjoyment of an easement founded on long user by the fiction of a lost grant, and before the period of limitation of an action for a legacy or on a bond was fixed by the Real Property Limitation Act, 1833, and the Civil Procedure Act, 1833, the courts imposed a time limit by the presumption after the lapse of twenty years that the legacy had been satisfied or the bond debt paid. And the case this week of *Gibbon* v. *Payne* (*Times*, Nov. 14th) before A. T. LAWRENCE, J., shews that the courts still take the same course where no statute of prescription or of limitation is available.

In *Gibbon* v. *Payne* the action was brought to enforce a forfeiture for breach of a covenant in a lease to repair buildings which had in fact never been built. By the lease, which was dated in 1866, a house with coachhouse and stables, known as No. 6, Thurlow-place, St. Pancras, was demised for a term of ninety-nine years, and the lessee covenanted that he would within six months complete the demised buildings, and that he would keep the premises in repair. At the date of the lease no coachhouse and stables had been erected, and none ever were erected. It appeared that the property in question had been, with adjacent property, the subject of a building agreement. According to the building scheme, No. 6, in addition to the ordinary garden at the back, was to have a strip of ground taken from the gardens of the three next houses, and upon part of this ground the coachhouse and stables were to be built. The lease of No. 6 and the plan attached to it were framed in pursuance of this arrangement, but it was never carried out. The scheme was modified by leaving the strip of ground to form part of the gardens of the adjoining houses, and No. 6 was left with only the ordinary rectangular piece of land at the rear. The rent under the lease of 1866 had been duly paid and accepted down to the commencement of the action. Under these circumstances the plaintiff, who was the present reversioner expectant on the term, alleged that there was a breach of the covenant to keep the coachhouse and stables in repair, and the action was brought to recover possession for the forfeiture incurred by the breach of covenant.

The question of the effect of the lapse of time in barring an action on such a covenant is by no means a new one. It was held in *Gibson* v. *Doeg* (2 H. & N. 615) that, where a restrictive covenant has remained broken to the knowledge of the lessor for many years, it may be presumed that the lessor has granted a licence which will justify the actual use of the premises, and the principle was applied by ROMER, J., in *Downie* v. *Summerson* (1900, 1 Ch., p. 112, note), and by FARWELL, J., in *Hepworth* v. *Pickles* (48 W. R. 184; 1900, 1 Ch. 108). In *Gibson* v. *Doeg* a lease, granted in 1822 for a term of fifty-four years, contained a covenant against the carrying on of any trade upon the premises. Part of the premises was turned into a public-house and grocer's shop, and the lessor, with full knowledge of this, received the rent for more than twenty years. The purchaser of the reversion brought ejectment, but POLLOCK, C.B., in delivering the judgment of the Court of Exchequer, which beside himself included BRAMWELL, WATSON, and CHANNELL, BB., said: "We are of opinion that where a breach of covenant has continued for upwards of twenty years, and, with full knowledge of it, rent has been from time to time received, that fact may be left to the jury to say whether it will not presume a licence. It would be strange if a jury might presume a grant for upwards of twenty years' user and yet not be at liberty to presume a licence. It is a maxim of the law of England to give effect to everything which appears to have been established for a considerable course of time, and to presume that what has been done was done of right, and not in wrong." The Chief Baron went on to point out that this was nothing more than giving effect to notorious and avowed acquiescence. "No person would have permitted a covenant to be broken for more than twenty years unless he was aware that it was broken as a matter of right." And he concluded by saying that it was not necessary, in point of form, to send the case to a jury to find the facts which the judge might tell them they ought to presume.

The same principle was applied as between the vendor and purchaser of a lease by ROMER, J., in *Downie* v. *Summerson* (*suprà*). Leasehold premises comprised in a contract of purchase were held under a lease from the Corporation of Newcastle which contained a clause of forfeiture if the premises should at any time be used as an alehouse. It appeared from the evidence that the premises had, with the knowledge of the corporation, been uninterruptedly used as a public-house for upwards of thirty years, and were so used at the time of the contract of sale. ROMER, J., held the inevitable conclusion to be that there had been a licence, and a binding licence, from the corporation to the lessees to use the premises as a public-house, or a release of the covenant. The corporation could raise no claim to prevent the user of the house as a public-house, or to determine the lease as for a breach of covenant, and consequently the above circumstances constituted no objection to the title.

The case of *Hepworth* v. *Pickles* (*suprd*) differed from the foregoing in that it related to a restrictive covenant contained in a conveyance of land and not in a lease. Land had been conveyed in 1874 with a covenant that no building to be erected on it should be used for the sale of beer, wine, or spirits. Shortly after the conveyance a shop erected on the land was used for the sale of beer and spirits off the premises, and this went on continuously and openly until a contract for sale of the premises with the off-licence was made in 1898—that is, for a period of twenty-four years. FARWELL, J., held that there was no difference as to the principle applicable in a case between grantor and grantee, and between lessor and lessee, and that, under the circumstances, the existence of the covenant in the conveyance formed no objection to the title. He stated the principle to be that if there is a long course of usage wholly inconsistent with the continuance of the covenant, the court will infer some legal proceeding—either a waiver or release—which has put an end to the covenant, in order to hold that such usage is now lawful and not wrongful.

The present case of *Gibbon* v. *Payne* (*suprd*) was one which obviously called for the application of the principle unless there was some special ground for excluding it. It presented some analogy to another class of cases where a covenant to keep buildings in repair has been held to be operative, although the original covenant to erect the buildings is barred. This was so in *Bennett* v. *Herring* (6 W. R. 37, 3 C. B. N. S. 370), and the authority of that case was followed by STIRLING, J., in *Jacob* v. *Down* (48 W. R. 441; 1900, 2 Ch. 156). In the former case a lease contained a covenant by the lessee within two months to complete two houses then partly erected, and also a covenant to keep them in repair. The houses were not finished within the stipulated time, and there was thus a complete breach of the earlier covenant. Consequently an assignee of the reversion subsequent to the breach could not sue upon it, but it was held that he could sue upon the continuing covenant to repair. Similarly in *Jacob* v. *Down* a lease in 1894 contained a covenant to erect new buildings in the place of buildings which were to be pulled down, and a covenant to keep the buildings so to be erected in repair. The new buildings were not erected, and the lessor by acceptance of rent waived that breach of covenant, but STIRLING, J., held that he could none the less take advantage of the continuing breach of the covenant to repair.

Neither in *Bennett* v. *Herring* nor in *Jacob* v. *Down*, however, was there any question of the effect of the lapse of a long period of time as in the other cases referred to above. In *Gibbon* v. *Payne* the covenant to keep in repair would doubtless have been available notwithstanding that the coachhouse and stables had never been erected, had the lease been recent. But the lease was dated in 1866, and the omission to erect these buildings, and the consequent omission to repair them, went back some forty years. This, moreover, as FARWELL, J., held, had been with the knowledge of the lessor. Hence, treating the breach of the covenant to repair as a continuing breach, the case was well within the authorities quoted above. The lapse of more than twenty years, during which the lessor has acquiesced in the use of premises in a manner different from that contemplated by the covenant, puts an end to the covenant itself, and it is immaterial that the breach, if the covenant still existed, would be a continuing breach. "I am satisfied," said A. T. LAWRENCE, J., "that, in fact, this lessor approved of this alteration"—that is, the alteration in the use of the strip of ground—"and licensed it, and that both parties intended the covenant to repair to be released as to this stable and coachhouse. . . . I think the facts bring it well within the principle enunciated by POLLOCK, C.B., in *Gibson* v. *Doeg* (*suprd*)." The case, indeed, was one in which there could hardly be any doubt as to that principle being applicable, but it is useful as a reminder that time will be an effective bar to the enforcement of covenants in leases and conveyances when the breach of the covenant has continued for more than twenty years to the knowledge of the lessor or grantor. Such knowledge is, as A. T. LAWRENCE, J., pointed out, essential. Mere non-enforcement of the covenant, without knowledge on the part of the covenantee, is not enough.

Lord Brampton was reported on Wednesday night to be much better.

The Scope of a Memorandum of Association.

THE memorandum of association of a company under the present practice is a document which aims at describing the proposed objects of the company in terms of extreme generality, yet even so there is a not unnatural disposition in the courts to place a restriction on the verbiage of the draftsman, and the decision of the Court of Appeal in *Re German Date Coffee Co.* (20 Ch. D. 169) drew a distinction between particular and subsidiary objects. The particular objects are defined by the leading clauses, and subsequent general clauses may be properly treated as subsidiary thereto, and not as enabling the company to do everything which would fall within their terms taken literally. "General words," said LINDLEY, L.J., in that case, "construed literally, may mean anything; but they must be taken in connection with what are shewn by the context to be the dominant or main objects. It will not do under general words to turn a company for manufacturing one thing into a company for manufacturing something else, however general the words are." In that case the company was formed to acquire a German patent for manufacturing a substitute for coffee and also to purchase other inventions for the same purposes, and to import and export all descriptions of produce for the purposes of food. The German patent could not be obtained, and although, the company had acquired a Swedish patent, it was held that the substratum of the company's business was gone, and a winding-up order was made. "The real object of the company," said LINDLEY, L.J., "was to manufacture a substitute for coffee in Germany under a patent valid according to German law. It is what the company was formed for, and all the rest is subordinate to that. The words are general, but that is the thing for which the people subscribe their money." In arriving at this conclusion, reference was made both to the name of the company and to the prospectus, which made the acquisition of the German patent the leading object of the company.

The above case is the leading authority for the proposition that certain of the objects of a company are to be regarded as principal, and the rest as subsidiary, and that the principal objects give the real scope of the company's business, beyond which it cannot lawfully travel. But there are several other cases in which the same view has been taken. In *Re Haven Gold Mining Co.* (30 W. R. 289, 20 Ch. D. 151) the company was formed to acquire mines "in New Zealand or elsewhere," and in particular to carry out a specified agreement, which was for the acquisition of particular property in New Zealand; and special reference was made to this property in the prospectus. The property could not be obtained, and the Court of Appeal held that the substratum had gone. In *Re Crown Bank* (38 W. R. 666, 44 Ch. D. 634), again, NORTH, J., looked at a circular contemporary with the memorandum as explaining the objects, and held that the company could not, by virtue of general words, go outside the business of banking, which was the main object of the company. Similarly, in *Re Amalgamated Syndicate* (46 W. R. 75; 1897, 2 Ch. 600), VAUGHAN WILLIAMS, J., declined to allow a company formed for a specified principal purpose, which had come to an end, to carry on other businesses by virtue of the general words in the memorandum.

In *Stephens* v. *The Mysore Reefs, &c., Co.* (50 W. R. 509; 1902, 1 Ch. 745) SWINFEN EADY, J., gave effect to the same distinction, and held that a company formed to acquire a mine in Mysore could not enter upon a scheme for financing a mine in a different part of the world. The original mine having been abandoned, the proposal was that the company should obtain an option over a mine in West Africa, and if the reports were favourable should form a subsidiary company to work it. The memorandum of association provided by clause 2 that the company might acquire gold mines "in Mysore or elsewhere," and there was the usual clause as to promoting other companies, and the usual concluding general clause, empowering the company "to do all such other things as are incidental or conducive to the above objects." SWINFEN EADY, J., held, however, that the principle of *Re German Date Coffee Co.* applied. The first object—the acquisition of the particular mine in Mysore—described the principal and governing object. The remaining clauses were to be construed as

giving the company full and ample powers to do a number of things, but in a manner subsidiary and subordinate to the main business. Hence he regarded the scheme for financing the West African mine as *ultrà vires*.

It has been suggested, however, that in this course of decision the court has departed from the natural meaning of the language used in the memorandum of association, and that, in construing this document, undue use has been made of the name of the company, which is subject to change, and of contemporary documents (Palmer's Comp. Prec. (8th ed.), Part I., p. 386); and it does not appear why effect should not be given to a clause which expressly authorizes the acquisition of property other than that specifically mentioned, notwithstanding that its language is general. A decision upon these lines has now been given by WARRINGTON, J., in *Pedlar* v. *Road Block Gold Mines of India* (1905, 2 Ch. 427), and though the learned judge professed to distinguish *Stephens* v. *Mysore Reefs Mining Co.* (*suprà*), yet the two cases would seem not to be easily reconcileable. In the present case the objects of the company were stated in terms almost identical with those in the earlier case. The primary object, as stated in clause 1 of the memorandum of association, was "to acquire and take over as a going concern the undertaking of the Road Block Gold Mining Co. of India (Limited)," and under clause 2 the company was empowered to acquire gold mines "in Mysore and elsewhere." As in the previous case, there were subsequent clauses enabling the company to promote other companies, and to do all other incidental things. The original property was disappointing, and the directors proposed to secure an option over a mining area in the Bombay Presidency. Arrangements were made to this end, but it was seen that the change of operations was of doubtful legality having regard to the decision in *Stephens* v. *Mysore Reefs Mining Co.* (*suprà*), and a friendly action was commenced to test the power of the company. A draft agreement had been prepared, and under this the company might either acquire the new property directly by increasing its capital, or might form a new company for the purpose of taking over the property. It will be seen, therefore, that the circumstances were very similar to those in the case before SWINFEN EADY, J., but WARRINGTON, J., arrived at a different conclusion, and held that the proposed scheme was *intra vires*. Indeed, if the decision in *Stephens* v. *Mysore Reefs Mining Co.* were strictly applied, it would be difficult for a company to do business except in the place expressly mentioned in the memorandum of association. WARRINGTON, J., referred to the words "or elsewhere" used in clause 2, and pointed out that they would have no force if the object of the company was gold mining only in the mines referred to in clause 1. He very naturally held that he was not obliged to confine the real object of the company to clause 1, but that he could go further and have regard to the extension of those objects contained in clause 2. It is not necessary to follow the learned judge into his attempt to distinguish *Stephens* v. *Mysore Reefs Mining Co* (*suprà*), but his decision will shew that the cases referred to above are not to be taken as necessarily confining the scope of a company's business to the property specifically mentioned in the memorandum of association.

It is announced that Mr. W. J. Cullen and Mr. W. Hunter, of the Scotch bar, have been made King's Counsel, and that Mr. John F. Maclennan, K.C., has been appointed Sheriff of Caithness, Orkney, and Zetland, in the room of Mr. F. J. Cooper, K.C., resigned.

Mr. Justice Wills, in addressing the new Lord Mayor on the 9th inst., referred to the delay in providing new courts at the Old Bailey. He said he remembered when he first joined the bench, more than twenty-one years ago, that the new courts at the Old Bailey were talked of as things we might expect within the next two or three years, and he added that he had the honour quite early in his judicial career of having the plans submitted to himself and his brother Grantham in order that they might make what practical suggestions they could in order to enable the courts to be really useful for the purposes for which they were intended and provide adequate accommodation in all respects It would always be a great pleasure to him to remember that he had contributed to the construction of what would he believed be admirable courts in the City of London. He had the honour and advantage of doing something of the same service for the best assize courts in the kingdom, the courts at Birmingham, which was his native town, and in respect of which he was consulted in the same way before he was appointed to the bench.

Reviews.

Constitutional History.

ENGLISH CONSTITUTIONAL HISTORY: FROM THE TEUTONIC CONQUEST TO THE PRESENT TIME. By THOMAS PITT TASWELL-LANGMEAD. SIXTH EDITION, REVISED THROUGHOUT, WITH NOTES. By PHILIP A. ASHWORTH, Dr. Juris, Barrister-at-Law. Stevens & Haynes.

This edition of the useful work on constitutional law by the late Professor Taswell-Langmead appears, like the previous one, under the editorship of Mr. Ashworth. The revision to which it has been subjected shews that the editor has availed himself of the work of other recent investigators in the same field, and he has added a very interesting section at the end of the book, summarizing the more recent developments of the constitution. Prominent among these is the change which of late years has been effected in the power of the executive government. The personal influence of the sovereign in the government, it is pointed out, has steadily decreased since the reign of George III., but the power of the Crown, as wielded by its ministers, has tended as steadily to increase. "The expansion of the empire, the great extension of public establishments, the vast increase of patronage—civil, military, and ecclesiastical—and the more profuse distribution of honours, have all largely added to the influence of the executive government, while its coercive power has been augmented by the establishment of the police, the recent concentration of the military forces, the abolition of purchase in the army, and the transfer of the command and jurisdiction over the auxiliary forces to the Crown, to be exercised through the Secretary of State for War." The result thus well summarized is one of the most significant facts of the present time, and the whole of this section will well repay perusal, while the more historical part of the work gives all the information which the student requires, with copious references to authorities.

Income Tax.

THE LAW RELATING TO THE TAXATION OF FOREIGN INCOMES. By JOHN BUCHAN, Barrister-at-Law. With a Preface by the Right Hon. R. B. HALDANE, K.C., M.P. Stevens & Sons (Limited).

This is an attempt to analyze and reduce to the form of consistent rules the provisions of the Income Tax Acts as these have been applied by the courts to the taxation of profits made abroad, but received by persons who are subject to our revenue laws. The law reports shew how frequently the assessment of such profits has been the subject of litigation, and the leading case of *Colquhoun* v. *Brooks* (14 App. Cas. 493), which exempted a sleeping partner from taxation save on income received here, has been followed by a series of decisions in which the effect of that decision has been strictly confined to persons who have no actual control of the business operations abroad. The result of the cases on this point is very well stated by Mr. Buchan, and his work is a learned and able treatise on this branch of the revenue law.

Books of the Week.

The English Reports. Vol. LVII.: Vice-Chancellor's Court II., containing Simons and Stuart Vols. 1. and 2; Simons, Vols. 1 to 3. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

Browne & Powles' Law and Practice in Divorce and Matrimonial Causes. Seventh Edition. Rearranged and Rewritten by L. D. POWLES, Esq., Barrister-at-Law, District Probate Registrar for Norwich. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The English and Indian Law of Torts. By RATANLAL RANCHHODDAS, B.A., LL.B, Vakil, High Court, and DHIRAJLAL KESHAVIAL THAKOR, B.A., of Lincoln's-inn. Third Edition. The "Bombay Law Reporter" Office.

Statutes of Practical Utility Passed in 1905, Arranged in Alphabetical Order in Continuation of "Chitty's Statutes." With Notes and Selected Statutory Rules. By J. M. LELY, M.A., Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The Lawyers' Companion and Diary and London and Provincial Law Directory for 1906: with Tables of Costs; New Stamp Duties; Time-Tables of the Courts; Index to Practical Statutes; Public Statutes of 1905; Legal Business of the Months; Oaths in Supreme Court; Estate, Legacy, and Succession Duties; Legal Time, Interest, Discount, and other Tables, &c., &c. Edited by E. LAYMAN, B.A., Barrister-at-Law. Sixtieth Annual Issue. Stevens & Sons (Limited); Shaw & Sons.

Sweet & Maxwell's Diary for Lawyers for 1906. Edited by FRANCIS A. STRINGER, of the Central Office, Royal Courts of Justice, One of the Editors of the Annual Practice, and J. JOHNSTON, of the Central Office. Sweet & Maxwell (Limited).

Correspondence.

Adhesive Stamps.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Is it so clear that this class of stamp cannot be affixed after execution? Section 15, by prescribing a penalty upon unstamped instruments submitted for stamping after execution (other than conveyances, &c., presented within thirty days), certainly suggests that the "proper time" is before execution. But this clause is recited to be subject to other express provisions in the Act. Now, is not section 8 such an express provision? This section prescribes several alternatives—an instrument with adhesive stamp is not duly stamped unless (1) that stamp is cancelled by the "proper person" with his name or initials together with the true date; or (2) the stamp is so effectively cancelled as to be incapable of fraudulent use; or (3) it is proved that the stamp was affixed at the proper time. My submission is that if either of the first events has happened there is no question of "proper time," which is the third alternative.

Section 22 defines the proper person as the person who first executes the instrument; but it does not state that he ceases to become the proper person if he fails at the same time to initial and date the stamp. It is evident that where the two operations of executing and cancelling are done upon the same occasion, the cancelling must follow the executing, because until execution no party can be defined as first executing. What is there legally to prevent this first person next day, or next year, cancelling the stamp with his initials and true date. (In the case of foreign bills and charter-parties there are other provisions.) W. E. TYER.

12, Bloomsbury-square, London, Nov. 14.

[See observations under head of "Current Topics."—ED. *S.J.*]

Points to be Noted.

Conveyancing.

Reservation of Easement in Deed of Grant—Non-Execution by Grantee.—It is the theory at law that a reservation of an incorporeal hereditament, such as a right of way, takes effect by way of re-grant by the grantee, and hence it is essential that the deed in which the reservation is contained shall be executed by the grantee: *Durham, &c., Railway Co.* v. *Walker* (2 Q. B., p. 967). But it does not follow that, because such execution has been omitted, the grantor in whose favour the right of way is to arise is without remedy. The grantee, when he takes possession under the deed of grant, comes under an equitable obligation to execute it, and consequently is bound to recognize the existence of the right of way, and such right is effectual in equity both against the original grantee under the deed and against persons who take through him with notice. Consequently a person deriving title under the grantee, and having notice of the circumstances, will be restrained by injunction from interfering with the right of way.—MAY *v.* BELLVILLE (Buckley, J., July 12) (54 W. R. 12).

Lease—Option to Purchase—Rule Against Perpetuities.—An option to purchase land is not saved from the rule against perpetuities because it is contained in a lease. It is not an incident of the tenancy so as to run with the land and be enforceable, like a covenant to renew, without regard to the length of the term. It is, consequently, subject to the rule against perpetuities, and it is essential that it should be made exerciseable only within the limits allowed by this rule; though, provided it conforms to the rule, it will be binding on persons claiming under the lessor—that is, it is presumed, if they take with notice.—WOODALL *v.* CLIFTON (C.A., June 6) (54 W. R. 7; 1905, 2 Ch. 257).

The inaugural lecture of the Solicitors' Managing Clerks' Association will be delivered on Tuesday, the 28th of November, in the Inner Temple (Dining) Hall, by Mr. L. A. Atherley-Jones, K.C., M.P., on the subject of "The Labour Laws." The chair will be taken at seven o'clock precisely by Mr. Frederick Low, K.C.

We are informed that at a meeting of the Street Noise Abatement Committee, on Saturday, it was stated that the society intends to promote a Bill in Parliament next session which will give the police power to suppress organ-grinding and street cries. The County Council bye-laws have proved quite ineffectual for the protection of the public, as the organ-grinder can take refuge under the clause that makes his removal subject to reasonable objection. In these cases the police have no power to prosecute, but the householder who objects must himself summon the offender, and few people care to spend the time necessary for putting the law into operation. The new Bill will give the police power to summon the grinder and street-crier, and will, in fact, make their action a common nuisance to be as much amenable to the law as obstructing the traffic.

Cases of the Week.

House of Lords.

MAYOR AND CORPORATION OF PADDINGTON AND ANOTHER *v.* ATTORNEY-GENERAL AND ANOTHER. 14th Nov.

LOCAL GOVERNMENT—OPEN SPACE—HOARDING OR SCREEN—ADJOINING LAND-OWNERS—ACCESS OF LIGHT—BUILDING—METROPOLITAN OPEN SPACES ACTS, 1877 (40 & 41 VICT. c. 35), s. 1; 1881 (44 & 45 VICT. c. 34), s. 5; 1877 (50 & 51 VICT. c. 32), s. 4—DISUSED BURIAL-GROUNDS ACT, 1884 (47 & 48 VICT. c. 72), s. 3.

Appeal from an order of the Court of Appeal (52 W. R. 114; 1903, 2 Ch. 556) (Vaughan Williams, Romer, and Cozens-Hardy, L.JJ.), reversing a decision of Buckley, J. (51 W. R. 109; 1903, 1 Ch. 109). The respondent Boyce was the owner under a long lease of land in the parish of Paddington abutting on the north-east upon the churchyard of St. Mary's, Paddington, and he had erected blocks of flats which had numerous windows overlooking the churchyard. This churchyard had become a disused burial-ground within the meaning of the Metropolitan Open Spaces Acts, 1877, 1881, and 1887, and of the Disused Burial-grounds Act, 1884; and by virtue of those Acts, and of an indenture of April, 1892, and of a faculty granted by the Bishop of London, the Vestry of Paddington (now represented by the appellant borough) had the control and management of the churchyard. In January, 1901, the borough council proposed to erect a screen in the churchyard in front of the windows of the respondent's flats, which would have interfered with the usual access of light, and the respondent thereupon brought this action for an injunction to restrain the council from erecting any screen, &c., so as to occasion nuisance, annoyance, or damage to him and the tenants of the flats. By section 5 of the Act of 1881, the open space, &c., is to be held "in trust to allow, and with a view to the enjoyment of, such open space, &c., in an open condition, free from buildings, and under proper control and regulation, and for no other purpose."

THE HOUSE allowed the appeal.

Earl of HALSBURY, L.C., said: I should have been much better satisfied if the parties had been able to come to terms; but they have a right to the judgment of the House. The question is between a public body whose duty it is to preserve unincumbered the property committed to their care and a private speculator. Now, what is the meaning of the prohibition which was imposed on the borough council? It was that this open space should remain open—should not be built upon. I agree with Buckley, J., that there are a variety of cases in the books in which a screen, or something in the nature of a screen, has under a particular covenant been held to be a building. The same structure might in some cases, and might not in others, be held to be a building. In this case their lordships had to consider the purposes of these Acts. Their intention was obvious—to keep disused burial-grounds free from buildings and suitable for exercise and recreation, and to prevent anything which could restrict the free use by the public of the ground. But the House was in this difficulty—they had to decide whether an undescribed screen was or was not a building. I am not prepared to say that any screen would be a building; and it seems to me that the public body was doing what every proprietor could do—viz., preventing the acquisition of adverse rights by adjoining owners. It is inconvenient to pronounce judgment on a hypothetical screen, though it might be common sense to decide a question of law. In my opinion, the decision of the Court of Appeal was unsound and that of Buckley, J., was perfectly right. I therefore move that the judgment of the Court of Appeal be reversed.

Lords ROBERTSON and LINDLEY concurring, this was accordingly done.—COUNSEL, *Haldane*, K.C., *H. Terrell*, K.C., *T. A. Nash*, and *Montague Barlow*; *Astbury*, K.C., and *Mark Romer*. SOLICITORS, *J. H. Hortin*; *Cheston & Sons*.

[Reported by C. H. GRAFTON, Esq., Barrister-at-Law.]

Court of Appeal.

COULTHARD *v.* CONSETT IRON CO. No. 1. 3rd Nov.

MASTER AND SERVANT—EMPLOYERS' LIABILITY—DEPENDANT—DESERTION OF WIFE BY HUSBAND—OBLIGATION AT COMMON LAW OF HUSBAND TO SUPPORT WIFE—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), s. 7, SUB-SECTION

Appeal from the award of the judge of the Newcastle-upon-Tyne County Court. The respondent, Elizabeth Ann Coulthard, was married to her husband in 1882 and lived with him to June, 1905, there being three children of the marriage. He had been for some weeks out of work, and the furniture had to be sold to support the family. It was a quarrel arising out of this sale of the furniture that caused him to desert his wife and go to another town, taking with him a child, whom he some two months after sent back to the respondent. She never saw him again, but stated in her evidence in the county court that she expected him every day to come back and to provide a home. After he left she managed to support herself by precarious employment and precarious donations from her relatives. Her husband, after being in the employment of the appellant company for about three weeks, during which time he remitted no part of his earnings to the respondent, met with an accident, from which death resulted some three months after he had left the respondent. Upon these facts the county court judge found that the respondent and her children were dependent on the deceased workman and made an award

under the Workmen's Compensation Act. The company appealed. Counsel for the appellants argued that she was not dependent at the time of her husband's death. He had on the facts deserted her, and she had looked solely to herself for the support of her family. The Act particularly provides that the applicant must be dependent at the time of death. No doubt the husband was under an obligation to support her, but that did not affect the question of fact: *Rees* v. *The Penrikyber Navigation Colliery Co. (Limited)* (1903, 1 K. B. 259). The Scotch authority, *Sneddon* v. *Addie & Sons Colliery (Limited)* (6 F. 992), was no doubt against him, but he submitted the earlier case of *Turners (Limited)* v. *Whitefield* (6 F. 882) was correct.

THE COURT (COLLINS, M.R., and ROMER and MATHEW, L.JJ.) dismissed the appeal.

COLLINS, M.R., in the course of his judgment, said: The contention is that no dependency existed at the time of death. The respondent was separated from her husband at the time of the accident and had no means of livelihood other than his earnings; but she just managed to keep herself alive by occasional work and help from relatives. If the wife has means of livelihood upon which she can and does rely, and treats as a source of income, it may be said that in fact she is not dependent upon her husband. The House of Lords have decided that it is a question of fact. She is dependent if there is a primary obligation by the husband to support her by his earnings and she in fact has no other source of income to rely on than that. It is argued on the authority of the Scotch decisions that no inference is to be drawn from the primary obligation to support. The case relied on does not go to any degree in the direction asserted. It turned upon the special facts of the case, which are conclusive to shew the wife was not looking to the husband. This is brought out fully in the later case of *Sneddon* v. *Addie & Sons*. It is perfectly clear that the decision of the county court judge was correct, and it will not be impeached by us.

ROMER, L.J., delivered judgment to the same effect.

MATHEW, L.J.—This case was argued on the assumption that the husband left his wife with the intention never to return. Even if that were made out, it seems to me that the position of the wife was unaffected. She would not cease to be dependent upon the husband, although he had every intention of not returning. But the evidence is entirely against desertion, and the facts clearly shew the respondent could not support herself, and would look to him to fulfil his obligation to support her.—COUNSEL, *Ruegg*, K.C., and *Meynell; Syme*. SOLICITORS, *Rawle & Co.*, for *Cooper & Goodger*, Newcastle; *Belfrage & Co.*, for *J. Murray Aynsley*, Consett.

[Reported by MAURICE N. DEUCQUER, Esq., Barrister-at-Law.]

SPACEY *v.* **DOWLAIS GAS AND COKE CO. (LIM.).** No. 1. 7th Nov.

MASTER AND SERVANT—EMPLOYERS' LIABILITY—ACCIDENT—COMPENSATION—FACTORY—GAS MAIN—"IN OR ON OR ABOUT A FACTORY"—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), s. 7.

Appeal from an award of compensation under the Workmen's Compensation Act, 1897, made by Judge Gwilym Williams at the Merthyr Tydfil County Court. The applicant was a workman in the employment of the Dowlais Gas and Coke Co., who owned the gasworks and the gas mains at Dowlais. The applicant was employed as a navvy in opening up the surface of a street at a place about a quarter of a mile from the gasworks for the purpose of getting at a gas main under the street, when his eye was injured by a piece of stone. It was admitted that the gasworks were a factory within section 7 of the Workmen's Compensation Act, 1897. The county court judge held that, as the gasworks involved the use of the mains all over the town, the mains were part of the factory, and that therefore the applicant at the time of the accident was employed on or about the factory, and was entitled to compensation under the Act. The employers appealed.

THE COURT (COLLINS, M.R., and ROMER and MATHEW, L.JJ.) allowed the appeal.

COLLINS, M.R., said that the employment clearly was outside the widest extension that could possibly be given to the word "about" in the Act. The county court judge, in coming to the conclusion that the applicant was at the time of the accident employed "about" a factory, mistook and therefore misapplied what was said in this court as to the meaning of the word "about" in the Act. He treated the applicant as having been employed "about" the factory because he was employed on the main through which the gas passed. Underlying that finding was the assumption that the gas main was part of the factory. That was the only way in which the judge could say that the applicant was employed "about" the factory. The factory where the gas was made was a quarter of a mile away. In his lordship's opinion the main through which the gas passed was no part of the factory within the definition of that word in section 7, sub-section 2, of the Act. The manufacture of the gas was completed at the gasworks. The mains were merely for the purpose of delivering the gas when made to the consumers. It would be extending the area of "factory" enormously if they were to hold that every place in the town where a gas main was laid became part of the factory. The gas main was no part of the factory, and the Act did not apply.

ROMER, L.J., concurred, and pointed out that the gas mains did not deal with the manufacture, but solely with the delivery of the gas to the consumers.

MATHEW, L.J., agreed. The gas company carried on two businesses—one the manufacture of gas, and the other the distribution of the gas when made; and those two businesses might conceivably be carried on by different persons. In the ordinary use of language the factory was the place where the gas was made, and they ought not to extend the limits of the factory to the mains, which were used merely for the purpose of distributing the gas.—COUNSEL, *John Sankey* and *Bigham; A. Parsons*. SOLICITORS, *F. Sydney Simons*, Merthyr Tydfil; *William Hurd & Sons*, for *Gwilym James, Charles, & Davies*, Merthyr Tydfil.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

RISDON IRON AND LOCOMOTIVE WORKS *v.* **FURNESS.** No. 1. 10th Nov.

CONFLICT OF LAWS—ENGLISH COMPANY—BUSINESS CARRIED ON IN FOREIGN STATE—DEBTS INCURRED ABROAD—COMPANY WOUND-UP—SHAREHOLDERS WOULD BE PERSONALLY LIABLE FOR DEBTS UNDER CALIFORNIAN LAW—ATTEMPT TO ENFORCE PAYMENT IN ENGLISH COURT.

Appeal by the plaintiffs from a judgment of Kennedy, J. The plaintiff company sought to recover from Sir Christopher Furness, M.P., as a shareholder of the Copper King (Limited), a company registered in England, and owning mining property and carrying on business in California, a sum of money in respect of work done and goods supplied to that company in California. The plaintiff company was incorporated in California and carried on the business of general machinery manufacturers. In 1902 that company supplied machinery to, and did work for, the Copper King (Limited) to the value of 10,000 dollars, which had not been paid for when the company was wound up. According to Californian law a shareholder, although he had paid all his calls, remained personally and individually liable in proportion to his holding for the debts of the company of which he was a shareholder, and the plaintiff company claimed that the Copper King (Limited) having conformed to the laws of California, Sir Christopher Furness, as a shareholder, was responsible for his proportion of the debt mentioned above. For the defence it was contended that the question must be determined entirely by English law, and that the liability of the shareholders was limited strictly to paying up in full for their shares under the Companies Acts. Kennedy, J., held that the defendant's liability was limited by the Companies Acts under which the Copper King (Limited) was registered, and an English court could not recognize as a valid cause of action a claim in respect of debts of the company arising by virtue of the law of a foreign country which was inconsistent with the shareholders' liability according to English law; and that any proceedings by the company to enlarge the liability of a shareholder beyond that fixed by the constitution of the company must be held in an English court to be *ultrà vires*. He accordingly gave judgment for the defendant. From that judgment the Risdon Co. appealed. Without hearing counsel for the respondent,

THE COURT (COLLINS, M.R., and ROMER and MATHEW, L.JJ.) held that as it could not be inferred from the memorandum and articles of association of the Copper King (Limited), that its shareholders were to incur any personal and individual liability for the debts of the company, and there being no evidence that the defendant had expressly authorized the debt being incurred, judgment had rightly been entered for the defendant. Appeal dismissed with costs.—COUNSEL, *Montague Lush, K.C.*, and *Ernest Pollock, K.C.; J. A. Hamilton, K.C.*, and *D. C. Leck*. SOLICITORS, *Balfour, Allan & North; W. A. Crump & Son*.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

TOWNEND *v.* **TOWNEND.** No. 2. 10th Nov.

PRACTICE—MOTION FOR ATTACHMENT—ORDER TO ATTEND BEFORE REGISTRAR—INDORSEMENT BY REGISTRAR FIXING TIME—FAILURE TO COMPLY WITH ORDER—R.S.C. XLI., 5.

This was an appeal by Mr. James Frederick Townend, the respondent in this divorce suit, from a decision of the President of the Divorce Division, on a motion by Mrs. Townend, the petitioner, for a writ of attachment. The motion was that a writ of attachment might issue forthwith against J. F. Townend for contempt of court, in failing to attend an appointment before the registrar on the 12th of October, 1905, to be examined as to his means in pursuance of an order made on the 27th of February, 1905. The order was in the following terms: "Before the Right Hon. Sir John Gorell Barnes, Knight, the President, on the 27th day of February, 1905, *Townend* v. *Townend* . . . it is ordered that the respondent do attend before one of the registrars for the purpose of being examined as to the security he can give to carry out the provisions of the order dated the 4th of August, 1904, and that he do at such time produce before the said registrar all books, documents, and papers relating to such security. . . .—W. INDERWICK, Registrar." The order was thus indorsed: "Mr. Registrar Musgrave has appointed Thursday, the 12th of October, 1905, at 2.30 o'clock p.m., for the within named respondent, James Frederick Townend, to attend at the Divorce Registry, Somerset House, Strand, London, to be examined in pursuance of the within order." It was objected before the President that the notice, as contained in the indorsement on the order, was irregular; that the indorsement was made by the registrar, and did not form part of the order made by the court; that the order itself was perfectly regular, but Mrs. Townend, the petitioner, had taken proceedings under the wrong rule; that she should have obtained a supplemental order naming the time, date, and place from the registrar, and then if the respondent remained in default she could move to attach him under ord. 37, r. 20, of the Rules of the Supreme Court; and that otherwise the respondent could not be committed for contempt. It was not disputed that the registrar made the appointment for the time and date, but it was contended that ord. 55, r. 17, and ord. 37, r. 13, laid down what should be done in such cases as the present, the law having great respect for the liberty of the subject. The learned President thought the question was too plain for argument; when an order was made in the Divorce Division it was implied that the registrar would fix the time and place. His lordship had no doubt that Mr. Townend was defying the court and accordingly he ordered that the writ of attachment must issue forthwith. From that decision Mr. Townend now appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS, L.J.—In my opinion the order of the 27th of February, 1905, and indorsement together are not sufficient to support this motion for a writ of attachment against Mr. Townend, and the writ, therefore, ought not to have been issued. The matter is governed by ord. 41, r. 5, which embodies the practice of the old Court of Chancery and should be strictly complied with. It is quite plain when the order of the 27th of February, 1905, is looked at that it does not fix the time for the attendance by Mr. Townend as required by ord. 41, r. 5. Although the order of the 27th of February, 1905, does not state "the time . . . within which the act is to be done"—*i.e.*, Mr. Townend's attendance for examination—it was contended that the court ought to read this order as if it said in terms that the person against whom it operates is to attend before one of the registrars for the purpose of being examined as to the security he can give to carry out the provisions of the order of the 4th of August, 1904, at such time and place as the registrar may hereafter fix. But ord. 41, r. 5, does not authorize this, and in all matters relating to the liberty of the subject the court has to see that the Rules of Court have been strictly complied with. In the present case all that happened was a subsequent appointment by the registrar, and the fact of that appointment having been made appears in the indorsement. In my judgment, with all respect to the decision of the learned President, that was not a compliance with the provisions of ord. 41, r. 5. If there had been a supplemental order made by the registrar, that would have had to be served on Mr. Townend, and then ord. 41, r. 5, would not have applied. Mr. Townend had succeeded in evading the order of the court, and if I had any discretion in the matter, I certainly would not give him any costs But the court had no discretion in the matter and could not refuse the costs, the liberty of the subject being concerned.

STIRLING, and COZENS-HARDY, L.JJ., delivered judgments to the same effect.—COUNSEL, *McCall, K.C., Mansfield*, and *Willock; C. W. Mathews* and *Grazebrook*. SOLICITORS, *Sims & Syms; Calkin, Lewis, & Stokes*.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

Re **WEST COAST GOLD FIELDS (LIM.).** No. 2. 30th and 31st October; 9th Nov.

BANKRUPTCY—TRUSTEE—BANKRUPT'S RIGHT TO PARTICIPATE IN SURPLUS ASSETS ON WINDING-UP OF COMPANY.

This was an appeal from an order of Buckley, J. It appeared that a registered holder of partly paid-up shares in the West Coast Gold Fields (Limited) became bankrupt and that the company proved against his estate in respect of a call on the shares held by him made previous to the bankruptcy, and in respect of the uncalled liability on such shares, but did not value the lien thereon, provided by the articles of association, in their proof. A small dividend was declared. Thereafter the company went into voluntary liquidation, and it turned out that the unpaid capital on the shares would be sufficient to satisfy all the indebtedness of the company and leave a surplus for distribution among the contributories. The trustee claimed that the shares of the bankrupt, which had been retained by him, ought to be treated as fully paid up, and that he was entitled to share in the distribution of assets. Buckley, J., held that the holder of shares upon which there was a liability for calls could not share in the distribution of the surplus assets of the company until he had discharged his liability (following *Ex parte Grissell, Re Overend, Gurney, & Co.*, 14 W. R. 1015, L. R. 1 Ch. 528), and that, where the shareholder had become bankrupt, this was so with regard to his trustee in bankruptcy, notwithstanding that the company had proved against the bankrupt's estate for the amount of his liability and had received a dividend thereon prior to going into liquidation. The trustee appealed.

Judgment was reserved and was delivered by

STIRLING, L.J., who said, after stating the facts as above, that the Companies Acts, 1862 to 1900, provided that surplus assets should be distributed among the members of the company according to their rights and interest therein, and it had been held that the holders of partly paid-up shares were not entitled to participate in surplus assets until the holders of fully paid-up shares had received the amount paid by them in excess of the amount paid on the partly paid-up shares. Proof in bankruptcy, however, was not payment in cash, as required by the Companies Act, 1887, unless followed by dividend, and then only to the extent of the dividend paid. There was still an amount due on the shares. The appeal would be dismissed with costs.—COUNSEL, *Buckmaster*, K.C., and *Felix Cassel; Astbury*, K.C., and *P. M. Walters*. SOLICITORS, *Morley, Shirreff, & Co.; Dollman & Pritchard*.

[Reported by HENRY STEPHEN, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re **MACKAY. MACKAY** *v.* **GOULD.** Kekewich, J. 2nd, 3rd, 6th, and 7th Nov.

LEGACY—ACTION TO RECOVER—EXPRESS TRUST—IMPLIED TRUST—REAL PROPERTY LIMITATION ACT, 1874 (37 & 38 VICT. c. 57), s. 8.

Action. The question in this case was, whether section 8 of the Real Property Limitation Act, 1874, was a bar to an action against a personal representative in respect of a legacy. Section 8 provides that "no action or other proceeding shall be brought to recover . . . any legacy, but within twelve years next after a present right to receive the same shall have accrued to some person capable of giving a discharge for or release of the same." The plaintiff was the sole surviving child and beneficiary under the will of the testator, dated in 1856. By this will the testator appointed his wife Mary Theresa Mackay sole executrix. The testator died on the 14th of September, 1856. In 1866 the testator's widow advanced the sum of £31,641 12s. 6d. (substantially the whole of testator's estate) to George Richard Barry on mortgage. In 1867 the action of *The Agra Bank (Limited)* v. *Barry* (reported 7 L. R. H. L. 135) was commenced, being a suit instituted to obtain priority over the said mortgage. The testator's widow was defendant in that action on behalf of herself and the other beneficiaries, and in her answering affidavit she said that the money represented trust property. The plaintiff came of age in 1876. During the lifetime of the testator's widow, the plaintiff and the testator's widow divided between them all the estate and property to which they were beneficially entitled under the testator's will. By this arrangement the plaintiff received less than the share she was entitled to under the said will. By her will, dated the 9th of December, 1882, the testator's widow appointed the defendants her executors and trustees, and divided her estate, being part of testator's estate, between her children other than the plaintiff. The plaintiff had full knowledge of this will and approved thereof. The testator's widow died in 1885. The plaintiff now claimed that an account be taken of the estate of the testator, and that the moneys found to be due to her by such account be paid to her by the defendants as executors and trustees of the testator's widow. It was argued for the plaintiff that the testator's widow had not given her full information as to her (plaintiff's) rights under the testator's will: that it was the duty of the testator's widow to give such information (*Re Roberts, Roberts* v. *Roberts*, 1905, 1 Ch. 704; *Brittlebank* v. *Goodwin*, 12 SOLICITORS' JOURNAL 744, L. R. 5 Eq. 545), and that her failure to perform this duty amounted to a fraud in law: *Thompson* v. *Eastwood* (2 A. C. 215, 25 W. R. Dig. 341). It was further argued for the plaintiff that the testator's widow by defending the action of *The Agra Bank (Limited)* v. *Barry* on behalf of herself and the other beneficiaries constituted herself an express trustee, and that consequently section 8 was no bar to the plaintiff's claim.

KEKEWICH, J., in giving judgment, said he could see no reason for converting executors into trustees because they perform their duty by suing for *cestuis que trust*. To hold otherwise would be contrary to *Re Rowe, Jacobs* v. *Hind* (58 L. J. Ch. 703, 37 W. R. Dig. 4) and *Re Davis, Evans* v. *Moore* (35 SOLICITORS' JOURNAL 624; 1891, 3 Ch. 119). On the other point raised he said, following *Re Lewis, Lewis* v. *Lewis* (1904, 2 Ch. 656), that executors are not bound to fully inform beneficiaries of their rights and interests. The claim was barred by statute, and failed.—COUNSEL, *Stewart-Smith*, K.C., and *H. L. Fraser; P. O. Lawrence*, K.C., and *Christopher James*. SOLICITORS, *T. C. Summerhays; Trinder, Capron, & Co.*

[Reported by P. JOHN BOLAND, Esq., Barrister-at-Law.]

COLEMAN *v.* **COLEMAN.** Buckley, J. 11th Nov.

PRACTICE—AFFIDAVIT—OFFICE COPY—CLERICAL ERROR—COMPARISON WITH ORIGINAL—SYSTEM IN USE.

This case being set down in the cause list for the day to be mentioned, BUCKLEY, J., made the following statement: This is a motion for an injunction, in which an affidavit was read on behalf of the plaintiff. The copy read was an office copy, drawn by the solicitors of the plaintiff. Considerable time was spent by the court in scrutinizing it, with the result that I made no order upon the motion, on account of the evidence being insufficient. Later in the day Mr. Buckmaster informed me that reference had been made to the original affidavit, and that the office copy had been found to be incorrect. The copy was made by the solicitors, and verified by the officials. I then reheard the motion and granted an injunction. The practice of the office is that, if an affidavit exceeds four folios, it is attended to by two writers—one reads the copy, and the other follows in the original; both of them initial the copy. In this case the system was not followed. One writer alone read the copy and compared it with the original, and did not observe the mistake. He initialled and also marked it "C.P.D.," which shewed that the comparison had been done by one writer. The result was that the error was not discovered, and that the office copy was wrong. The writer must be censured, but I think that the fact that the usual practice was not followed is deserving of higher censure. It is no excuse that the affidavit was wanted for immediate use. If it is so wanted the original affidavit can be brought into court, and then sent back to the office. I regret that the practice was not followed in this case, and I hope that more care will be exercised in future.—COUNSEL, *Buckmaster*, K.C., and *Cozens-Hardy*. SOLICITORS, *Bramall & White*, for *Harry S. Smith*, Devizes. The defendant did not appear.

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

Re **GIST. GIST** *v.* **TIMBRILL.** Swinfen Eady, J. 25th October; 7th Nov.

ADMINISTRATION OF LUNATIC'S ESTATE—SUMS ADVANCED AS PART OF SHARE OF NEXT-OF-KIN—CHILDREN OF DECEASED NEXT-OF-KIN NOT BOUND TO ACCOUNT FOR SUMS SO ADVANCED TO A PARENT.

Adjourned summons. The question raised by this summons was whether, in the administration of the estate of Samuel Gist (deceased), a person of unsound mind so found, upon the true construction of certain orders made in his lunacy and in the events which had happened any and what sums advanced and paid under such orders or any of them ought to be taken and considered as advanced or paid on account and as part of the respective shares of the plaintiff and the defendants respectively or any of them in the personal estate of the intestate as his next-of-kin. The lunatic died intestate on the 10th of August, 1904, leaving as his next-of-kin his brother (who was his administrator and the plaintiff in this summons),

his sister, and three nieces, the daughters of another sister, Mrs. Du Pré, who had predeceased the intestate. Under lunacy orders made at various times since 1874 sums had been paid out from time to time to the next-of-kin of Samuel Gist. Some of the orders had directed that the sums so advanced were to be taken and considered as part of any share to which the next-of-kin might severally become entitled of and in the estate of the lunatic at the time of his death, in the event of their surviving him. Under such orders Mrs. Du Pré had received sums amounting to £4,640, and the main question raised was whether under the Statute of Distributions Mrs. Du Pré's daughters were bound to bring these sums into hotch-pot and account for them before taking their share of the estate of the intestate. On behalf of the claim that Mrs. Du Pré's children were to bring into hotchpot, on the division of the estate of the intestate, the sums advanced to their mother under orders of the Court in Lunacy it was contended that, under the Statute of Distributions, where the intestate has left a brother or sister surviving him, children of a deceased brother or sister stand in the place of their parent, and take only the share which their deceased parent would have taken if living; that they do not take any share in their own right but as "legally representing" their parent, and can only receive what their parent would have received if living. The order of the Lords Justices of the 21st of March, 1874, under which moneys were paid to Mrs. Du Pré, had directed that the sums which should be so advanced or paid were to be "taken and considered as part of any share to which Mrs. Du Pré might become entitled of and in the estate of the said Samuel Gist, the lunatic, at the time of his decease, in the event of her surviving the said lunatic," and had recited the consent of Mr. and Mrs. Du Pré that such sums should be so considered as part of Mrs. Du Pré's share. If Mrs. Du Pré had survived the lunatic she would have had to bring these sums into account, and it was argued that, as her children must be taken to "legally represent" her within the meaning of the statute, they could only take the share to which she, if living, would have been entitled. On behalf of the children of Mrs. Du Pré it was contended, in answer to this, that the children took the share to which their parent would have been entitled under the statute, and that this could not be affected in any way by any bargain made by their parent in her lifetime which was of the nature of an alienation of an expectant interest or possibility of succession which never ripened into actual possession. The payments to Mrs. Du Pré were of the nature of payments for maintenance made by a father to a child in narrow circumstances, and as between father and child would not have been regarded as advancements by portion within the meaning of the statute.

Swinfen Eady, J., in a considered judgment, decided that there was no provision in the statute requiring these sums to be brought into hotch-pot by the children of Mrs. Du Pré. The order in lunacy had only directed them to be brought into account if Mrs. Du Pré survived the lunatic, and this event did not happen. Mr. and Mrs. Du Pré could bind the interest of the latter if she survived to take a share in the lunatic's estate, but she could no more bind her children on her dying in the life-time of the lunatic leaving a surviving brother and sister than she could have bound her children in the event of all her brothers and sisters dying in the lifetime of the lunatic, and all nephews and nieces taking equal shares *per capita*. In *Proud* v. *Turner* (2 P. W. 560) the deceased child would have been bound if living to bring into hotchpot under the statute the amount of the advancement, and as the child's issue in that case stood in his place and stead, it had been decided that, as they could be in no better position than their parent, they were bound to bring in the like amount. The plaintiff and his sister must bring into account the amounts received by them respectively after the order in which they had agreed to account on surviving the lunatic, but not the amounts received by them before the order of 1874, in which they had first so undertaken. Costs of all parties out of the estate.—Counsel, *J. K. Young; Micklem*, K.C., and *Johnston Edwards; Eve*, K.C., *H. B. Howard*, and *Gatey*. Solicitors, *Routh, Stacey, & Castle; Bloxam, Ellison, & Co.; Belfrage & Co.*

[Reported by C. H. Carden Noad, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

BARFOOT *v.* **LEE AND OTHERS.** Div. Court. 1st Nov.

Will — Construction — General Words — "My Six Cottages and Premises" — Claim by Devisee that "Premises" Included Adjoining Plot of Land not Otherwise Specifically Devised.

Appeal of the defendants from a decision of his Honour Judge Wightman Wood sitting at Melton Mowbray County Court in favour of the plaintiff. The action was brought to recover possession of a piece of land which had been purchased by the defendants from the plaintiff's brother for the purpose of enlarging the schools of which they were the trustees. Both parties claimed the property under the will of Edward William Garnham, who died in May, 1899, the father of the plaintiff. The words upon which the plaintiff relied were: "I devise my six cottages and premises situate in Church-lane, Wymondham, to my daughter." These six cottages were in two groups —four on one side of Church-lane and two on the other. Adjoining the two cottages, in one of which the testator himself lived, was a piece of land, also his property, on which there was a stable and a building used as a coachhouse. Part of the land was used as a common yard for the two cottages, and the rest the testator reserved as an orchard or garden ground. The question was whether the words "and premises" covered the land in dispute. The testator then proceeded to make certain other devises to another daughter and to devise certain specific pieces of land to his son, from whom the defendants bought. This son, who was the residuary legatee, claimed that the land passed to him under the words "and all other my real estate, if any, not hereby disposed of." It was suggested for the defendants that the testator, finding he had omitted to specially devise this piece of land, inserted the words in order to make good the omission; while for the plaintiff it was pointed out that this was the only part of the testator's property not specially mentioned, and it was said, therefore, that it was intended to pass with the cottages, and that the words "all other my real estate, if any," were merely added *ex majori cautelâ*. The county court judge held that although the word "premises" was frequently used to mean merely the appurtenances and buildings going with the house, he thought in this case that the testator had intended to include in the term "premises" the whole of the land in dispute as forming part of the devise to his daughter, the plaintiff. Therefore the land in question was her property, and her brother had no right to take possession of it, as he had done under the residuary clause. He accordingly gave judgment for the plaintiff for possession of the land and for £2 damages. The defendants appealed on the ground that on the true construction of the will the land in dispute being a separate and independent holding did not pass under the term "premises" to the plaintiff, and *Read* v. *Read* (15 W. R. 165) was cited and relied on.

The Court (Lord Alverstone, C.J., and Wills and Darling, JJ.) thought that the word "premises" was too narrow to include the piece of land adjoining the cottages, and there being no direct words pointing to that being the intention of the testator, the appeal was allowed with costs and leave to appeal refused.

Nov. 6.—An application for leave to appeal was made to the Court of Appeal. After hearing counsel on both sides,

Collins, M.R., said the construction to be placed on the words of the will on which the plaintiff relied had been carefully considered by the Divisional Court He was not at all satisfied that the *primâ facie* point made by the plaintiff's counsel was right, and as the amount involved, some £35, was small the court would not interfere in this case. The application would be refused.

Mathew, L.J., concurred.

Counsel for the defendants asked for the costs of the day. He had been served with notice that this *ex parte* application for leave would be made.

Collins, M.R.—Yes, I think you are entitled to your costs. You had notice, and the receipt of that notice gave you a status and enabled you to come and be heard.—Counsel, *C. B. Marriott; Shearman*, K.C., and *Wightman Powers*. Solicitors, *Bilbrough & Plaskitts*, for *Atter & Son*, Melton Mowbray; *Latham, New, & French*.

[Reported by Erskine Reid, Esq., Barrister-at-Law.]

KING *v.* **WILLIAM BARRACLOUGH.** C.C.R. 9th Nov.

Criminal Law—Defamatory Libel—Obscene Libel—"Obscene"—Indictment, Sufficiency of—"To the Manifest Corruption of the Morals of His Majesty's Subjects"—Setting Out Libel—Law of Libel Amendment Act, 1888 (51 & 52 Vict. c. 64), s. 7.

Case stated by Jelf, J., on the trial at the Leeds Assizes in August of William Barraclough upon an indictment charging him with the publication of a deffamatory and obscene libel. The indictment charged that the defendant, intending to injure a certain person, unlawfully and maliciously did publish a false, scandalous, malicious, and defamatory libel in the form of a typewritten document which contained lewd, wicked, scandalous, obscene, false, malicious, and defamatory matters to the damage of that person, and to the "evil example of all others in like case offending, and against the peace of our lord the King," There was no averment in the indictment that the publication was to the "manifest corruption of the morals of his Majesty's subjects." It was objected on behalf of the defendant that the indictment was bad on the ground that so far as it purported to charge the publication of a defamatory libel it did not set out the words of the alleged libel. The case of *King* v. *Bradlaugh* (3 Q. B. D. 607) was cited in support. The judge upheld the objection, and held that in so far as the indictment purported to charge a defamatory libel it failed. It was then objected that the indictment, so far as it alleged the publication of an obscene libel (although for this purpose the Law of Libel Amendment Act, 1888, s. 7, made it unnecessary to set out in the indictment the obscene passages) was bad by reason of the omission of the words "to the manifest corruption of the morals of his Majesty's subjects." The judge overruled this objection, holding that the term obscene connoted that the libel tended to the corruption of morals. The jury found the defendant guilty, and he was sentenced to one year's imprisonment, the sentence to be respited until after the decision of this case. Counsel for the defendant contended that an essential part of the offence was that it tended to corrupt public morals, and therefore the intent must form part of the indictment, which as a matter of fact was the common practice: *Q.* v. *Hicklin* (L. R. 3 Q. B. 360). A publication may be obscene without being an offence. The indictment was intended as one of defamatory libel, and being obviously bad as such, the prosecution attempted to interpret it as a good indictment for an obscene libel. Counsel for the prosecution submitted that the words "unlawful and malicious" in the indictment were an averment that the publication was unlawfully obscene—that is to say, obscene as tending to corrupt public morals. Moreover, the word obscene itself connoted a tending to the corruption of public morals. There was a presumption of law that an obscene publication would corrupt morals, and there being a presumption it was not strictly necessary to set it out.

The Court (Lord Alverstone, C.J., and Wills, Darling, Walton, and Jelf, JJ.) confirmed the conviction.

Lord Alverstone, C.J.—I have no doubt in this case, although I think my brother Jelf was put in a difficult position by reason of the form of the indictment. In order to avoid any difficulty it would be better that the indictment should contain the common averments that its publication was

"to the manifest corruption of the morals of his Majesty's subjects." The question we have to consider is whether there was sufficient allegations to justify the case being tried as the publication of an obscene libel. The indictment alleges the publication was "malicious and unlawful," and that it contained "lewd, wicked . . . to the evil example of all others in the like case offending." I think Jelf, J., would have been wrong in not leaving it to the jury. It may be tested in this way: Assuming it to be an indictment for an obscene libel and the words to be set out in the indictment, so that the judge and jury could see for themselves that the publication was to the manifest corruption of public morals, could the judge have withdrawn the case because there was no averment to that effect in the indictment? I am therefore of the opinion that embarrassing as this count was in one sense, it was impossible for the judge to stop the case.

WILLS, DARLING, WALTON, and JELF, JJ., concurred.—COUNSEL, *Atkinson*, K.C., and *Palmer; Waugh*, K.C., and *Compton*. SOLICITORS, *Arthur Willey*, Leeds; *Peckover & Scriven*, Leeds.

[Reported by MAURICE N. DRUCQUER, Esq., Barrister-at-Law.]

FOWLER *v.* **CRIPPS.** Div. Court. 8th Nov.

MERCHANDISE MARKS—FALSE TRADE DESCRIPTION—MERCHANDISE MARKS ACT (50 & 51 VICT. c. 28).

This was an appeal from the decision of the justices of Tunbridge Wells, and raised an interesting point on the Merchandise Marks Act, 1887. It appeared from the case that the appellant was charged on the 12th of December, 1904, with having on the 1st of September, 1904, sold certain goods called Glauber salts, to which a false trade description, "soda crystals," was applied, contrary to the provisions of the Merchandise Marks Act, 1887. The following facts were proved before the magistrate: The appellant is a retail oilman, and on the 1st of September, 1904, he sold to a traveller for Brunner, Mond, & Co. (Limited) a hundredweight of soda described as soda crystals. This was analyzed and found to contain soda crystals or crystallized carbonate of soda mixed with Glauber salt or crystallized sulphate of soda in some samples to the extent of 64 per cent. and in other samples as low as 18 per cent., the difference being stated to arise from the fact that the carbonate of soda and the sulphate of soda being separately produced were mechanically mixed together subsequent to their manufacture, and consequently in any sample there might be more of one sort than of the other. Carbonate of soda and sulphate of soda are two out of many salts of sodium mentioned in the British Pharmacopœa, and are both usually prepared and sold in a crystallized form. The process of crystallization is the same in both cases. The result is a chemical combination in a crystallized form of about 35 per cent. of carbonate of soda or sulphate of soda, as the case may be. Carbonate of soda is produced by various processes, and one of such processes, being that employed by Messrs. Brunner, Mond, & Co., is known as the ammonia process. The crystallized carbonate of soda prepared by this process contains a small proportion of carbonate of soda, added for the purpose of hardening the crystals. There are other processes known as the Leblanc and Pernkoff processes. Carbonate of soda in the crystallized form, and not containing more than 2 per cent. of sulphate of soda, is the commodity commonly known as washing soda for domestic purposes, and is usually described as "soda crystals." This description is not applied to sulphate of soda nor usually to carbonate of soda containing more than 2 per cent. of sulphate of soda. All the witnesses who gave evidence were without exception analytical manufacturing chemists. The market value of crystallized carbonate of soda is about double that of Glauber salt or crystallized sulphate of soda. Sulphate of soda or Glauber salt has no detergent qualities, but in appearance is exactly like carbonate of soda. The magistrates held that soda crystals meant ordinary washing soda and that that article consisted of crystallized carbonate of soda containing not more than 2 per cent. of sulphate of soda or Glauber salts, and that it was a false trade description when applied to the mixture of crystallized carbonate of soda and crystallized sulphate of soda as sold by the appellant, and they accordingly convicted the appellant. On behalf of the appellant it was contended that crystallized soda and soda crystals were the same, and that where the description is true with regard to the material of which two or more things are composed, it could not become a false description as regard to any of them, and this compound did in fact consist of soda crystals, which was a genuine name. For the respondent it was contended that the finding of the justices was correct.

THE COURT (Lord ALVERSTONE, C.J., and WILLS, J., DARLING, J., dissenting) upheld the finding of the magistrates and dismissed the appeal.—COUNSEL, *Boasey* and *H. M. Finch; D. M. Kerly; Sir E. Carson*, S.G., and *Sutton*. SOLICITORS *Neve, Beck, & Kirby; Leesmith, Munby, & Neville; Solicitor to the Board of Trade.*

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

Solicitors' Cases.

Re A SOLICITOR. *Ex parte* **INCORPORATED LAW SOCIETY.** 10th Nov.

SOLICITOR — PROFESSIONAL MISCONDUCT — MISTAKEN AUTHORITY AS TO INVESTING CLIENT'S MONEY—MONEY LENT AT A HIGH RATE OF INTEREST—QUESTIONABLE SECURITY—IMPRUDENCE—NO EVIDENCE THAT HE LENT THE MONEY FOR ANY PERSONAL GAIN.

The committee reported in this case that the solicitor for the complainant, a widow lady, lent to another client without her knowledge or authority a sum of money belonging to her upon a security which he must have known was an improper security; that in an action brought against him to recover the amount he had put in an affidavit falsely stating that in lending the £400 he had acted on the complainant's instructions, and that only under stress of the present proceedings had he paid the money to the complainant. The committee, on these findings, found the respondent guilty of professional misconduct. For the respondent it was submitted that the committee had taked too serious a view of the respondent's conduct. It appeared that while acting as solicitor for the complainant he received on her behalf a sum of £500, which was secured on a policy of her husband's life, and was payable on his death to the complainant. The charge made against the solicitor was that he concealed from the complainant the fact that he had received it, whereas in fact she was fully aware it had been paid him. She had told him to lend it at a high rate of interest, if he had an opportunity, until a good and permanent investment could be found. He had lent it to a friend at the rate of £10 per cent. interest per month, believing that the borrower was able to and would repay it in a short time. It was absurd to say that the rate of interest was £120 per cent. per annum, any more than to say that a pawnbroker got over 200 per cent. when he advanced a shilling for a week. No doubt the respondent had been guilty of imprudence, but there was no finding of personal dishonesty. He believed he had general authority from the complainant to make such a loan. The entry in his books pointed to it having been made for his client. There was nothing to shew but that had the interest and capital been repaid, the whole of the interest would have been handed to the complainant. It was therefore not a case of "self-profit." He had since repaid the whole of the capital sum advanced.

Lord ALVERSTONE, C.J., said he thought the solicitor had gone very near the line in this case, and that his conduct called for an explanation, but possibly the respondent believed that he had greater authority than he in fact had. Now that the court had heard the respondent's explanation they were able to take a more lenient view, and they thought justice would be met by ordering him to pay the costs of the inquiry and of this court.

WILLS and DARLING, JJ., concurred. Order accordingly.—COUNSEL, *Hollams; Foote*, K.C., and *Macoun*. SOLICITOR, *S. P. B. Bucknill.*

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

Solicitor Ordered to be Struck Off the Rolls.

NOV. 10.—CHARLES GOBLE CHAMPION, Eastbourne.

Law Societies.

The Law Society.

FURTHER REPORT OF EXAMINATION COMMITTEE AS TO ACCOUNTS AND BOOK-KEEPING.

The Council on the 12th of May, 1905, adopted a report of the Examination Committee recommending that book-keeping and accountancy should be restored as a subject of examination, and on the 7th of July, 1905, a further report of the committee was adopted dealing with details and recommending that the examination should not be made of too elaborate a character. On the 7th of July, 1905, the Council passed a regulation under section 6 of the Solicitors Act, 1877, adding "accounts and book-keeping" as a subject of the Intermediate Examination, and at the same time they issued, before the end of July, in accordance with the same regulation, a notice that the subjects of examination in the year 1906 would be—Stephen's Commentaries (14th ed.) (except Book VI.); and Hawkins' Book-keeping: The Principles and Practice of Double Entry. The committee think that some further explanation may be useful as regards the manner in which it is proposed to deal with the subject of accounts and book-keeping. The examination will occupy two hours on the second day of the Intermediate Examination, and the first examination will be held on the 16th of January, 1906. The questions will be founded on the prescribed book. The first object in view is that articled clerks should acquire an adequate knowledge of the elementary principles of book-keeping generally. At the same time there is, of course, no wish to offer any discouragement to students or teachers who may be able to go more deeply into the subject, provided that the time of the articled clerks is not unduly absorbed, to the prejudice of their law reading, and provided still more that their practical training in the actual work of the office in which they are articled is not prejudiced. What is to be aimed at is an appreciation of the ends to which book-keeping processes are directed, so that in subsequent practice balance-sheets and profit and loss accounts may be grasped and more clearly understood, but not that the student should be led to think that the assistance of a professional accountant can be dispensed with. Book-keeping and accounts enter into almost every branch of a solicitor's practice, and he is at a disadvantage if he is in ignorance of the subject. It will be observed that the prescribed book does not deal at all with solicitors' book-keeping, or with the keeping and presentment of trust and executorship accounts. The importance of these branches of the general subject is fully appreciated, and it is hoped that in a short time means may be found for elucidating in a simple manner the elementary principles which should regulate them. As regards the keeping of a solicitor's own books, an intelligent acquaintance with the principles of commercial book-keeping will supply nearly all that is required to attain the object in view—viz., a simple system enabling the solicitor to see how at any moment his accounts stand with his clients and as regards his own earnings and expenditure. On the subject of trust and executorship accounts the committee did not find any satisfactory existing text-book, nor any text-book dealing with the method of taking accounts in the Chancery Division, in Bankruptcy, and in the Companies Winding-up Department, which might usefully be comprised in a text-book for the use of articled clerks. For the present, therefore, the examination does not comprise

either solicitors' book-keeping or the keeping and preparation of executorship and trust accounts. The committee have had under their notice a number of books, some containing numerous examples of exercises and examination questions. They have prepared a list of such books, and a print of it can be obtained on application at the office of the society. The committee made inquiries among the universities and public institutions in England which teach and examine in book-keeping and accounts, as regards the subjects which they include and as to text-books in use, and received replies from a large number of such institutions. The committee also inquired into the practice as regards book-keeping in Scotland. They are informed that the greater part of the education of solicitors in Scotland is, by virtue of the Law Agents (Scotland) Act, 1873, under the charge of the board of examiners, who admit to practice annually upwards of one hundred solicitors under regulations issued by the Court of Session, and that the board attaches great importance to book-keeping as a subject for preliminary education. It prescribes an intermediate examination in four subjects of a preliminary character, of which book-keeping is alone compulsory for all candidates. The examination is on the lines of the higher school-leaving certificate of the Scottish Education Department, conducted by the Scottish Education Department, Dover House, Whitehall, London. Their annual reports can be obtained of Messrs. Eyre & Spottiswoode. No text-book is prescribed. The regulations and examination papers are published. The apprentice writers to the signet also pass an examination in book-keeping before entering on apprenticeship. Graduates in arts are, however, exempt and do not study book-keeping with a view to graduation. About two-thirds of the apprentice writers to the signet pass an examination in book-keeping. The practice of the Society of Writers to the Signet is not regarded as of great importance, as the number of apprentice writers to the signet does not average twenty per annum.

United Law Society.

The annual meeting was held on the 6th of November, Mr. W. S. Sherrington in the chair. The minutes of the last meeting were read and confirmed; the annual report and accounts were received and adopted; the following officers of the society were elected for the ensuing year: Chairman, Mr. A. H. Richardson; vice-chairman, Mr. J. W. Weigall; secretary, Mr. H. P. Ellitt; treasurer, Mr. J. Wylie; reporter, Mr. H. C. Bickmore. Committee, other than *ex officio* members: Messrs. H. Dale Double, P. Aylen, Cox Sinclair, and Neville Tebbutt. Auditors, Messrs. C. C. Elliman and W. S. Clayton Green.

On the 13th of November the following gentlemen were duly elected members of the society: Messrs. Sydney Edwards, Trevor Edwards, and Arthur Sibett. The society discussed a point of law and practice, propounded by Mr. Bickmore, which was subsequently referred to the chairman for discussion, when, upon the motion of Mr. Aylen, seconded by Mr. Richardson, it was resolved that the house be adjourned until next Monday, the 20th, when the discussion will take place upon the proposition, proposed by Mr. Jolly, and opposed by Mr. Richardson, "That the decision of the Court of Appeal in *Longman* v. *The Bath Electric Tramways* (1905, 1 Ch. 646) was wrong."

Law Students' Journal.

Law Students' Societies.

Birmingham Law Students' Society.—Nov. 4.—Mr. F. H. Gardner Tyndall in the chair.—The subject for debate was: "The Jupiter Exploration Co. inserts in a newspaper an advertisement of an abridged prospectus inviting the public to subscribe for shares. The advertisement is headed, abridged prospectus,' and it also contains an express notice that propectuses can be obtained at the offices of the company. A shareholder applies for shares on this advertisement, which are duly allotted to him, and subsequently he discovers that the 'abridged prospectus' materially differs from the prospectus. Has the shareholder any remedy against (*a*) the directors personally; (*b*) the company?" Mr. J. B. Fitch opened in the affirmative; Mr. G. M. Bark, B.A., in the negative. The following also spoke: Messrs. H. S. Hall, S. Morris, J. J. Pritchard, C. G. Thompson, A. J. Gateley, J. H. Gold, LL.B., T. H. Cleaver. After the leaders on both sides had replied, the chairman summed up, and the voting resulted as follows: That the shareholders had a remedy against the directors: Affirmative, 16; negative 4. That he had a remedy against the company: Affirmative 10, negative 8. After a hearty vote of thanks to the chairman the proceedings terminated.

Seventy-six students will, says the *Globe*, begin next Friday to tread the path that leads to the Woolsack. A remarkable feature of "Call Night" this term will be the extremely small number of "calls" at Lincoln's-inn. The Lord Chief Justice, who will remain the treasurer of the inn until the 11th of January, will welcome only five students to the bar. At the Inner Temple there will be thirty "calls," at the Middle Temple twenty-four, and at Gray's-inn seventeen.

The manuscript of Beda super Canticum Canticorum, which was stolen from Gray's-inn Library, was found on Friday in last week by a labourer employed in the building of new common and lecture rooms in South-square. He put the parcel aside for the moment and at his dinner hour opened the parcel and discovered the missing Beda wrapped in a copy of a newspaper. The manuscript and the newspaper were both quite dry. The printed copy of The Masks of Flowers, dated 1614, which has also been stolen from the library, has not been found.

The Presentation to Lord Dunboyne.

A very interesting ceremony took place in the Masters' Library at the Royal Courts of Justice on Tuesday afternoon, when Lord Dunboyne, the King's Remembrancer and Senior Master of the King's Bench Division, was presented by about fifty of the clerks of the Central Office with a handsome silver rose-bowl as a token of their affectionate regard and esteem on his retirement from office, after having held the post of a Common Law Master for nearly thirty-one years, during the last four of which he has been the Senior Master of the Division.

Mr. Stringer, who made the presentation, said: "My lord, I have been deputed by my colleagues to ask your acceptance of a present from us all on your retirement from the position of Senior Master of the Supreme Court and King's Remembrancer. The wish to meet you here before you left us was a desire of spontaneous and general growth. It did not have its origin in any one individual or in any one department. The desire had no relation to your public duties of a judicial nature nor to your duties as a member of the House of Lords—it was a personal feeling entertained by the clerks towards you personally. The feeling has grown in our minds that, in all matters affecting our separate personal interests and our collective interests as a body, we could confidently look to you for justice without favour. My lord, it is a great thing after all these years, during which we have passed through a period when we were a heterogeneous body having many conflicting interests and claims among ourselves, and have become a homogeneous body on a single line of promotion; and considering the many complex questions which have had to be decided during this period of transition, it is a great thing, I repeat, to be able to say that that feeling of confidence has remained unshaken through it all. And, my lord, last but not least of the causes of our wish to mark this occasion has been your courtesy and kindness to those of us who have been brought personally in contact with you. In such a large office as this it must often happen that one or another of us has to ask some indulgence from his official chief from various causes. On all such occasions we have all met more than mere official courtesy at your hands. In asking you to accept this present we ask you to do so as evidence of our feeling that in losing you we are losing a friend, and also in testimony of our earnest wish that you may enjoy a long life, with health and happiness, during your time of freedom from official duties in the Supreme Court."

Mr. Stringer then read the inscription on the bowl, which was as follows: "Presented to the Right Hon. Robert St. John Fitz Walter, Baron of Dunboyne, by the clerks in the Central Office of the Supreme Court as a token of their appreciation of his invariable kindness and his zealous regard for their interests. 14th November, 1905."

Mr. Vizard remarked that he desired heartily to second all that Mr. Stringer had said, and dwelt upon the great and deserved popularity of Lord Dunboyne with all the officials. Mr. Vizard also referred to the fact that his lordship was the last survivor of the masters who were attached to the old Common Law Courts previous to their merger in the Queen's Bench Division, and in this connection he remarked that, both as regards masters and clerks, a far larger proportion of "survivals" belonged to the Exchequer than to the Queen's Bench and Common Pleas; the last four surviving masters—namely, Masters Walton, Johnson, George Pollock, and now Lord Dunboyne, had all been Exchequer Masters. Mr. Vizard concluded by expressing an earnest desire that the consciousness that Lord Dunboyne had inspired in them such strong sentiments of regard, gratitude, and affection towards himself would be an ingredient in the cup of happiness which they all hoped would be his for many long years to come.

Lord Dunboyne, in a few well-chosen and heartfelt sentences, said he accepted the very handsome gift presented to him with great pleasure, and remarked that he should take it to Ireland with him, where it would remain an heirloom in his family. He also said that during his long tenure of office he had received many kindnesses at the hands of all the officials with whom he came into contact, and that he was amply repaid for anything he had done by finding that he had succeeded in gaining their affection and esteem.

The proceedings then terminated.

Masters Archibald, Wilberforce, and Day were also present on the occasion.

Lord Dunboyne, then the Hon. Robert Butler, was appointed to the old Court of Exchequer by Chief Baron Kelly in November, 1874.

We are informed that on Wednesday, being the grand day of Michaelmas term at Gray's-inn, the treasurer (Sir Arthur Collins, K.C.) and the masters of the bench entertained at dinner the following guests: The Right Hon. the Viscount Selby, the Right Hon. T. F. Halsey, M.P., the Right Hon. Sir Arthur Wilson, K.C.I.E., the Hon. Mr. Justice Walton, the Hon. Mr. Justice Bargrave Deane, Sir Frederick Treves, Bart., G.C.V.O., Sir Alexander Mackenzie, Mus. Doc., LL.D., Sir Edward Letchworth, the Common Serjeant of London, Mr. Felix Schuster, the Master of the Armourers' and Braziers' Company, Mr. C. F. Moberly Bell, Mr. W. S. Gilbert, and Mr. E. F Knight. The benchers present in addition to the treasurer were Mr. Henry Griffith, His Honour Judge Bowen Rowlands, K.C., Mr. James Shell, Mr. J. Mulligan, K.C., Mr. Mattinson, K.C., Mr. C. A. Russell, K.C., Mr. Montague Lush, K.C., Mr. Reader Harris, K.C., Mr. Edward Dicey, C.B., Mr. Barnard, K.C., and Mr. Edward Clayton, with the Preacher, the Rev. R. J. Fletcher, M.A.

Obituary.

Mr. J. B. Braithwaite.

We regret to announce the death, on Wednesday last, of Mr. Joseph Bevan Braithwaite, well known to older practitioners as an expert conveyancer. Mr. Braithwaite was a Westmorland man and a member of a family long connected with the Society of Friends, of which society he was a leading member. He was called to the bar so long ago as 1843, and in the course of his lengthened career as a conveyancer he saw the methods of his art revolutionized. He had for many years an excellent practice, and his opinions were much valued. He was a sound lawyer, and, like others of his creed, a good and persistent fighter with the peaceful weapon of the pen. Several years ago he retired from practice and survived to the patriarchal age of eighty-seven years.

Mr. T. W. Browning.

The death is announced of Mr. Thomas Worledge Browning, solicitor, of Bradford, Yorkshire, at the age of sixty-five years. He was articled to the late Mr. Bickers, of Tadcaster, and was admitted in 1869, and had practised at Bradford ever since. He had a good practice, and his death is much lamented.

Legal News.

Changes in Partnerships.

Dissolutions.

CHARLES FREDERICK KENNEDY and ROBERT AUGUSTUS DANVERS, solicitors (Kennedy, Danvers, & Co.), 13 and 14, Abchurch-lane, King William-street, London. Oct. 23. [*Gazette*, Nov. 14.

General.

Seventy-seven actions have, says the *Daily Mail*, been commenced against the Lincoln Corporation as a result of the typhoid epidemic, damages being claimed in consequence of the supply of impure water.

In responding to the toast of "The Judges" at the Mansion House banquet, Mr. Justice Bigham is reported to have said that judges of England failed at times because they were men, but then there "was an antidote for that, for there were the super-men in the House of Lords to put them right."

The Old Bailey frontage of the new City Courts is, says the *Daily Graphic*, to be ornamented with sculpture groups, which have been entrusted to Mr. F. W. Pomeroy, a sculptor whose name and whose work are already well known. A sum of £3,000 has been set aside for the sculpturing, and it is said that sixty tons of stone will be used for the allegorical figures.

Going down Chesapeake Bay on an excursion when the wind was fresh and the white-caps tumultuous, Judge Hall, of North Carolina, says the *Central Law Journal*, became terribly sea-sick. "My dear Hall, said Chief Justice Waite, who was one of the party, and who was as comfortable as an old sea-dog, "can I do anything for you? Just suggest what you wish." "I wish," groaned the sick jurist, "that your honour would overrule this motion."

A characteristic and conclusive indication of the present temper of Frenchmen on the question of patriotism is, says the *Times* Paris correspondent, furnished in the fate that has befallen M. Gustave Hervé, the well-known Socialist apostle of peace at any price. M. Hervé recently made a formal application to be admitted to the Paris bar. The decision of the Council of the Order is that "by persistent provocation to acts which fall under the application of the penal law, and which are reproved by the universal conscience, M. Hervé has personally debarred himself from access to a profession the first duty of which consists in respect to and observation of the laws."

Lord Alverstone presided, on Monday last, at a moot held by the Gray's-inn Moot Society, and made some remarks on the Criminal Evidence Act, 1898. He said it had been suggested that practically the Act compelled a prisoner to give evidence, whether he liked it or not, and that it enabled a prosecuting counsel to eke out in cross-examination a case he could not make in chief. If he thought the Act had that effect, or would tend to induce the bar of England to act on such a principle, strong advocate as he was for the Act, he should be one of its strongest opponents. From his experience of five years on the bench and his experience for a good many years before, he was satisfied that the Act had not that effect. He hoped and believed that the principle of English law which had existed for centuries was as clearly recognized in our courts to-day as it was in former times, that every person was assumed to be innocent until he was proved to be guilty, and that the prosecution has to make out their case; and if there was not sufficient evidence to go to the jury, there was no obligation of any sort or kind on the prisoner to make any statement at all. He believed that to be a fundamental rule of British criminal law which distinguished it from the criminal law of some other countries, and it was because it was suggested that the effect of the Act being passed would be to break down that old and just system that he had watched as carefully as he could ever since what its working had been. He did not shrink—as he knew some of his brethren on the bench had shrunk—from approving of the Act, be cause it did tend to convict the guilty. While, in the first instance, its main operation had been to enable, or help to enable, innocent people t o get off when they were innocent, he did not think it was against the A ct that it had also operated to convict those who were guilty. The experience of those who had tried cases under this law and under the old law in England and in the colonies, and in countries where the same kind of criminal jurisdiction prevailed, was overwhelmingly in favour of this Act. Nor did he believe, as had been suggested, that any judge ever told the jury that any presumption was to be drawn from the fact that the prisioner did not go into the box; although, of course, it was proper comment, if the evidence was overwhelming or serious against the prisoner, to point out that no explanation had been given. There was one class of cases, and one only, in which the Act required watching, he referred to sexual cases; and this arose, not so much from the Act itself as from a sort of rude chivalry that prevailed even among men who were not amenable to high feelings—the real defence in a great many of these cases being consent.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Farwell.
Monday, Nov.20	Mr. Jackson	Mr. Theed	Mr. Church	Mr. R. Leach
Tuesday 21	Pemberton	W. Leach	Greswell	Godfrey
Wednesday 22	Godfrey	Theed	Church	R. Leach
Thursday 23	R. Leach	W. Leach	Greswell	Godfrey
Friday 24	Carrington	Theed	Church	R. Leach
Saturday 25	Beal	W. Leach	Greswell	Godfrey

Date	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.	Mr. Justice Warrington.
Monday, Nov.20	Mr. Pemberton	Mr. King	Mr. Beal	Mr. W. Leach
Tuesday 21	Jackson	Farmer	Carrington	Theed
Wednesday 22	Pemberton	King	Beal	Farmer
Thursday 23	Jackson	Farmer	Carrington	King
Friday 24	Pemberton	King	Beal	Greswell
Saturday 25	Jackson	Farmer	Carrington	Church

The Property Mart.

Result of Sale.

REVERSIONS, LIFE INTEREST, LIFE POLICIES, AND SHARES.

MESSRS. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale (No. 799) of the above-named Interests, at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were sold at the prices named.

		£
REVERSIONS:		
To £3,400	Sold	1,900
To £1,822	"	965
To £875	"	200
LIFE INTEREST in £110 per annum, with covering Policy	"	560
POLICIES:		
For £500	"	310
For £1,000	"	735
SHARES: National Dwellings Society, Limited	"	26

Winding-up Notices.

London Gazette.—FRIDAY, Nov. 10.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BONVALET ET CIE, LIMITED - Petn for winding up, presented Nov 3, directed to be heard Nov 21. Giddins, Abchurch House, Sherborne ln, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 20

DANIEL MELIA & Co, LIMITED (IN VOLUNTARY LIQUIDATION ON SALE OF BUSINESS)—Creditors are required, on or before Dec 11, to send their names and addresses, and the particulars of their debts or claims, to Edward Melia, 31, Devonshire st, Manchester. Dixon & Co, Manchester, solors for liquidator

EMPIRE INTENSIFIED GASLIGHT Co, LIMITED—Creditors are required, on or before Dec 9, to send their names and addresses, and the particulars of their debts or claims, to C Houghton Brown, 36, Victoria st

HERNE BAY STEAMBOAT Co, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Dec 18, to send their names and addresses, and the particulars of their debts or claims, to Ernest William Ellis Blandford, Gresham House, Old Broad st. Keene & Co, Seething ln, solors for liquidators

J GRANGER & Co, LIMITED - Creditors are required, on or before Dec 9, to send their names and addresses, and the particulars of their debts or claims, to Arthur E Preston, 65, London wall. Ward & Co, Gracechurch st, solors for liquidator

J A HARRY & Co, LIMITED - Petn for winding up, presented Nov 7, directed to be heard Nov 21. Turner & Co, Finsbury pvmt, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 20

JNO J KERSHAW & Co, LIMITED—Creditors are required, on or before Dec 9, to send their names and addresses, and the particulars of their debts or claims, to William Nicholson, 12, Wood st, Cheapside. Neve & Co, Luton, solors for liquidator

MARATONGA DEVELOPMENT Co, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Dec 9, to send their names and addresses, and the particulars of their debts or claims, to Edward Sidney George Malins, 15 Great St Helen's

NORTH SHIELDS THEATRE Co, LIMITED—Creditors are required, on or before Dec 27, to send their names and addresses, and the particulars of their debts or claims, to Alfred Eltringham, 13, West Keppel st, South Shields

VISTIK Co, LIMITED—Creditors are required, on or before Dec 20, to send their names and addresses, and the particulars of their debts or claims, to Harold James Hutchinson, 18, Eldon st. Carter & Barber, Eldon st, solors for liquidator

WORTHING MOTOR OMNIBUS Co, LIMITED—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to Thomas James Greenyer and Arthur Stubbs, 26, Grafton rd, Worthing

ZULULAND RAILWAY CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Dec 11, to send their names and addresses, and the particulars of their debts or claims, to C W R Swinhoe, 18, St Swithin's ln. Bischoff & Co, Gt Winchester st, solors for liquidator

London Gazette.—TUESDAY, Nov. 14.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

MOORE & OWEN, LIMITED—Creditors are required, on or before Nov 28, to send their names and addresses, and the particulars of their debts or claims, to Thomas Mason Daffern, Economic chmbrs, Little Park st, Coventry. Pridmore, Coventry, solor for liquidator

MOTOR OMNIBUS TRUST, LIMITED—Creditors are required, on or before Dec 15, to send their names and addresses, and the particulars of their debts or claims, to John Lamb Symon, 65, London wall

WALDORF SYNDICATE, LIMITED—Creditors are required, on or before Dec 28, to send their names and addresses, and the particulars of their debts or claims, to Thomas Frederick Wild, 23, Broad st av. Valpy & Co, Lincoln's inn fields, solors for liquidator

WOOLWICH AND SOUTH-EAST LONDON TRAMWAYS CO, LIMITED - Creditors are required, on or before Dec 4, to send their names and addresses, and the particulars of their debts or claims, to Lewis Breedon Linnett, 42, Poultry. Hutchison & Cuff, Chancery ln, solors for liquidators

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 10.

HUGHES, WILLIAM PRICE, Worcester, Solicitor Dec 12 Boulter v Hughes, Joyce, J Smith, Lincoln's inn fields

PRYOR, GUY FRANCIS, Grand Bassam, Ivory Coast, West Africa Dec 12 Carter and Bell v Pryor, Farwell and Swinfen Eady, JJ Tucker, Ashburton

London Gazette.—TUESDAY, Nov. 14.

HUMPHERYSON, JAMES, Wolverhampton, Licensed Victualler Nov 30 Hollins v Davis, Farwell, J Stanier-Jones, Dudley

SCHOLEY, WILLIAM SCHOLEY, Eastoft, York, Farmer Dec 23 Dymond v Cundall, Swinfen Eady, J Cundall, Crowle

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Oct. 31.

ALLETSON, ISAAC, Rochdale, Mineral Water Manufacturer Nov 30 Brierley & Hudson, Rochdale

ASPDEN, MARY ANN, Bamber Bridge, Lancs Nov 25 Woodcock, Bamber Bridge

BAILEY, ALBERT EDWARD, Stoneygate, Leicester, Artist Nov 21 Douglas, Northampton

BAKER, HARRIETT, Bath Dec 9 Simmons & Co, Bath

BALL, JOHN, Hoylake, Chester, Hotel Proprietor Dec 7 Kent & Holroyd, Liverpool

BEECHEY, HARRY, Liverpool, Estate Agent Nov 10 Toulmin & Co, Liverpool

BERKELEY, ROWLAND HILL, Edgbaston, Birmingham, Grocer Nov 27 Beale & Co, Birmingham

BOLTON, HENRY WILLIAM, Itchen, Hants Nov 21 Sherwin, Portsmouth

BRECKNELL, SAMUEL, Brierley Hill, Staffs Nov 27 Jobson & Marshall, Dudley

BRIGHT, WILLIAM, Sheffield Dec 9 Smith & Co, Sheffield

CAMPBELL, MARGARET OLYMPIA, Morden, Surrey Dec 1 Powell & Skues, Essex st, Strand

CLUTTERBUCK, STEPHEN, Gloucester Dec 10 Franklin & Jones, Gloucester

COOPER, MARY ANNE, Saltley, Birmingham Dec 4 Rollason, Birmingham

CORBOULD, EDWARD HENRY, Victoria rd, Kensington, Artist Dec 1 Corbould-Ellis & Mitchell, Clements ln, Lombard st

FIELDING, KATE, Pinfold rd, Streatham Nov 30 Biddle & Co, Aldermanbury

FISHER, ELLEN, Pemberton, Wigan Dec 31 Graham, Wigan

FOWLER, MARY JANE, Lewes Nov 30 Hillman, Lewes

GILCHRIST, JOHN ROBERT, Spen, Durham, Mining Engineer Nov 30 Cooper & Goodger, Newcastle upon Tyne

GILL, JOSEPH, Netherton, Dudley Nov 11 Hooper & Fairbairn, Dudley

HEARFIELD, ELIZA ANN, Kingston upon Hull Dec 1 Jacobs & Dixon, Hull

MAINSTONE, WALTER, Iron Acton, Glos, Hay Dealer Dec 6 Bush & Bush, Bristol

MANLEY, THOMAS, Blackpool Nov 30 Sprake, Accrington

MUNT, THOMAS, Waltham Cross, Herts Dec 9 Paines & Co, St Helen's pl

NEWBIGIN, JAMES LESSLIE, Alnwick, Northumberland, Chemist Dec 8 Hindmarsh, Alnwick

OAKLEY, HARRIET ELIZA, Prince of Wales Mans, Battersea Dec 31 Gush & Co, Finsbury circus

OUTRAM, SAMUEL, West Kirby, Chester Dec 8 Monkhouse & Dixon, Liverpool

PALMER, EMILY GEORGINA, Clifton, Bristol Dec 28 Roberts, Newport, Mon

PHILLIPS, ALBERT, Nottingham, Photographer Nov 30 Kay, Nottingham

PHILLIPS, THOMAS, Baldhu, Kenwyn, Cornwall, Farm Labourer Dec 6 Paige & Grylls, Redruth

PIGGS, CLARENCE GEORGE SCOTT, Pembury, Kent, Dec 2 Upperton & Co, Lincoln's inn fields

PINDER, EMMA, Oldham Nov 25 Chadwick, Oldham

PLUMB, ROBERT, Hadleigh, Suffolk, Pig Dealer Nov 30 Grimwade & Co, Hadleigh, Suffolk

ROBINSON, JAMES, Higher Tranmere, Birkenhead Nov 20 Newman & Olley, Liverpool

ROBINSON, SARAH, Higher Tranmere, Birkenhead Nov 20 Newman & Olley, Liverpool

SELDON, RICHARD BALL, Belstone, Devon, Farmer Nov 30 Burd & Co, Okehampton, Devon

SHERBORNE, The Right Hon EMILY Baroness, Hyde pk gate Dec 19 Hollams & Co, Mincing ln

STONE, MARTHA SARAH KISTRICK, Bampton, Oxford Nov 28 Ravenors, Bampton, Oxon

SUTTON, WILLIAM BOURNE, Blythe Bridge, Staffs Dec 6 Blagg & Co, Cheadle, Staffs

SWALWELL, JOHN, Manchester Nov 27 Stott, Manchester

THOMAS, DAVID, West Cross, Glam Dec 9 Thomas, Cambrian pl, Swansea

WINTER, WILLIAM HENRY, Midhurst, Sussex Nov 30 Johnson & Clarence, Midhurst

YATES, JOHN, Bamber Bridge, Lancs Nov 25 Woodcock, Bamber Bridge

London Gazette.—FRIDAY, Nov. 3.

ARMSTRONG, ELIZABETH, Withdeane, Brighton Dec 2 Hunter & Haynes, New sq, Lincoln's inn

ASH, HENRY COOPER, Goldhawk rd, Shepherd's Bush, Brewer Nov 25 Furley & Furley, Canterbury

AYLEN, JOHN FRANKLIN ROBINS, Croydon Dec 3 A F Aylen, Hafton rd, Catford

BAKER, HELEN ANN, Plymouth Dec 12 Serpell, Plymouth

BARNETT, ELIZABETH ISABELLA, Bath Nov 30 Attree & Co, Raymond bldgs, Gray's inn

BELLEW, JAMES, Preston Dec 1 Cookson, Preston

BERKELEY, Sir CAMBERMERE GEORGE WILLIAM, Hyde Park mans, KCMG Dec 15 Trower & Co, New sq, Lincoln's inn

BOYCE, EDWARD DANIEL, Hawley rd, Kentish Town Dec 12 Young & Co, Laurence Pountney hill

BROOKE, JANE, Branksome Park, nr Bournemouth Dec 23 Lacey, Bournemouth

BUCKINGHAM, SAMUEL, Colchester, Boot Manufacturer Nov 20 Prior, Colchester

BULL, JOHN HENRY, Southport, Butcher Jan 1 Wilmot & Hodge, Southport

CHARLETON, CATHERINE, Croft, Yorks, Brassfounder Nov 30 Scott, jun, South Shields

CONINGSBY, SARAH, Melbourn, Cambridge Dec 8 Wortham & Co, Royston, Herts

DARNLEY, Right Hon HARRIET MARY Countess of, Hill st, Berkeley sq Dec 15 Wadeson & Malleson, Devonshire sq, Bishopsgate

DAVIS, FREDERICK TUCKETT, Aldermanbury Dec 7 Chandler & Rumbold, Bishopsgate Without

DEARDEN, FREDERICK, Conisborough, Yorks Dec 16 Bellamy, Doncaster

ELLIS, GEORGINA LOUISA, Jermyn st, St James' st Nov 30 Rogers, Chancery ln

ERRINGTON, GEORGE HENRY FORBES, Margherita, Livorno, Italy Dec 2 A F & R W Tweedie, Lincoln's inn fields

GILL, MARY ELIZABETH, Charlton Kings, Cheltenham Dec 15 Chester & Co, Bedford row

GOODMAN, GEORGE SANDERSON, High st, Clapham, Solicitor Dec 2 Chester, Kennington park rd

GRAHAM, JAMES, Wimbledon Dec 20 Crawford & Lockhart, Belfast

GREATOREX, HEYRICK ANTHONY, Harlow, Essex Dec 18 Broad & Cheston, Gt Winchester st

GRINDLEY, BETSY, Penrith, Cumberland Dec 1 Arnison & Co, Penrith

HARKNESS, WILHELMINA BUSHBY, Wimbledon Dec 9 Bischoff & Co, Gt Winchester st

HEXT, ELIZA MARIA, Teignmouth Dec 14 Tozer & Dell, Teignmouth

HICKS, EMMA HANNAH, West Farleigh, Kent Dec 11 Miller & Co, Savile row

HOLDROYD, JOSEPH, Wyke, Bradford Nov 28 Farrar & Crowther, Bradford

HOLROYD SUSEY, Wyke, Bradford Nov 28 Farrar & Crowther, Bradford

HUGHES, RICHARD, Leintwardine, Hereford, Farmer Nov 30 Weyman & Co, Ludlow, Salop

KNOTT, ELIZABETH JANE, Southport, Lancs Nov 25 Ormerod & Allen, Manchester

LISTER, ELIZABETH, Moss Side, Manchester Dec 9 Branson & Son, Sheffield

MEREDITH, HENRY HILLS, Baschurch, Salop Nov 30 Meredith & Co, New sq, Lincoln's inn

MILLER, ROBERT PARSONS, Reading Dec 2 Brain & Brain, Reading

MOLD, WILLIAM, Banbury, Eating House Keeper Nov 30 Pellatt & Pellatt, Banbury

OUTHWAITE, MARY ANN, Harrogate Dec 9 Legge & Miller, Houghton le Spring

PALGRAVE, GRACE, Eastmount, Salisbury Dec 15 Wadeson & Malleson, Devonshire sq, Bishopsgate

PORRITT, MARY ANN ELIZA, Douglas, Isle of Man Nov 10 Firth & Firth, Bradford

READ, CLARE SEWELL, Kensington Gardens sq Feb 1 Keith & Co, Norwich

REID, ISABELLA, St Leonard's on Sea Dec 2 Caester, Kennington Park rd

RICHARSON, JANE, Chapel Allerton, Leeds Nov 30 Cousins, Leeds

SALTER, CAROLINE ELIZA, Shortlands, Kent Dec 6 Rawlinson & Son, New Broad st

SCHUSTER, FRIEDERICKS, Torquay Dec 1 Hooper & Wollen, Torquay

UFF, ELIZABETH, Rugby Nov 30 Wratislaw & Thompson, Rugby

UFF, JOHN EDWARD, Rugby Nov 30 Wratislaw & Thompson, Rugby

YEATES, ANDREW GEORGE, Wandsworth rd, Dental Surgeon Dec 4 Gibson & Co, Portugal st bldgs, Lincoln's inn

London Gazette.—TUESDAY, Nov. 7.

ADCOCK, GEORGE THOMAS GALE, Chipping Norton, Oxford, Gunsmith Dec 23 Wilkins & Toy, Chipping Norton

ARCKLUS, ANN, Leamington, Warwick Dec 1 Stamford & Metcalfe, Bradford

BAIN, DAVID, Bournemouth Dec 14 Trevanion & Co, Bournemouth

BOWERS, HENRY, Birkdale, Lancs Dec 8 Worden & Ashington, Southport

BUDGETT, SARAH HANNAH, Beckenham Dec 4 Lithgow, Wimpole st

CHADWICK, JAMES, Duffield, Derby, Grocer Dec 5 Moore, Duffield, Derby

FARROW, ANNIE, Deptford Dec 6 Robins & Clark, Hornsey

FULLER, WILLIAM, Oswestry Dec 9 White, Olivet, Hessle, Yorks

GOODYEAR, WALTER, Bradford, Engine Driver Dec 7 J & F H Richardson, Bradford

GREEN, ORLANDO, Mill Hill Jan 1 Fooks & Co, Carey st

GRÜNHOLD, CHARLES FREDERICK, Richmond, Hotel Proprietor Dec 31 Kite, Queen Victoria st

HARLAND, ELIZA, Leeds Dec 4 Lucas & Padley, Sheffield

HAYES, ELIZABETH, Prescot, Licensed Victualler Nov 30 Thomas, St Helens

HELLON, DANIEL SIMPSON, Egremont, Chester Jan 1 Harrison & Burton, Liverpool

HENNEY, SARAH PORTEOUS, Margate Dec 2 Hills & Shea, Margate

JENNISON, MATILDA, Manchester Dec 1 Field & Cunningham, Manchester

KELLEY, BENJAMIN, King James st, Lancaster st, Borough rd Nov 30 Jobson, Lincoln's inn fields

KREDERER, FREDERICK GODLOVE, St Leonards on Sea, Sussex Dec 15 Mullens & Co, Queen Victoria st

LANE, MARIA, Nottingham Dec 23 Burton & Briggs, Nottingham

LEATHARD, THOMAS, Jesmond, Newcastle upon Tyne, Grocer Dec 4 Aitchison, Newcastle upon Tyne

MCDIARMID, JABEZ, Stanmore, Solicitor Dec 8 McDiarmid & Son, Newman's ct, Cornhill

MARSHALL, EMMA LUCY, Grove hill rd, Camberwell Dec 2 Rider & Co, New sq, Lincoln's inn

MOODY, JAMES JOHN, New Romney, Kent, Innkeeper Dec 1 Hallett & Co, Ashford, Kent

MARSHMAN, ELIZABETH, Landport, Hants Dec 1 Allen, Landport, Hants

MASON, MARY ANN, Penge Dec 1 Sherwin, Portsmouth

MONCK, WILLIAM BERKELEY, Coley Park, Reading Dec 16 H & C Collins, Reading

ROBINSON, JOHN, Calverton, Notts, Innkeeper Dec 1 Clifton & Co, Nottingham

ROBINSON, THOMAS, Openshaw, Chemical Manufacturer Dec 5 Marshall, Manchester

ROSSER, OCTAVIA RHODA, Vartry rd, Stamford Hill Dec 16 Downes, Gray's inn sq

ROUND, HENRY, Fairfield, Liverpool, Publisher Dec 30 Snowball & Co, Liverpool

SALE, DAVID, Devonport, Ironmonger Dec 16 Dobell, Plymouth

SEALY, MARY URSULA, Bournemouth Dec 1 Wickings Smith & Son, Lincoln's inn fields

SEDDON, IGDALIAH, Bolton, Insurance Agent Dec 14 Holdens & Cannon, Bolton

SHEPPARD, HARRIET, Bath Dec 11 Ricketts & Co, Bath

SIMPSON, EDWARD SWAIN, Leeds Dec 1 Beaumont & Croft, Leeds

TRUEMAN, THOMAS, West Hallam, Derby Dec 23 Burton & Briggs, Nottingham

WATSON, WILLIAM, High Burnthwaite, nr Carlisle, Yeoman Dec 5 Halton & Hodgson Carlisle

WHITTENBURY, WILLIAM, Chiswick, Licensed Victualler Dec 21 Barber & Son, Fen ct

WILSON, Sir JACOB, KCVO, Belford, Northumberland Dec 15 Day & Yewdall, Leeds

WOOLSTON, WILLIAM GRAVELY, Porchester ter Dec 16 Gadsden & Treherne, Bedford row

WORSDALL, MARY ANN, Kendal, Housekeeper Nov 30 Cartmel, Kendal

ZEILKAY, Rev JOSEPH LEOPOLD, Walton rd, Plaistow Dec 9 Pattinson & Brewer, Gt James st, Bedford row

Bankruptcy Notices.

London Gazette.—TUESDAY, Nov. 7.

FIRST MEETINGS.

ABBOTT, WILLIAM MORRALL, Heanor, Derby, Fancy Draper Nov 16 at 12 Off Rec, 47, Full st, Derby

ADAMS, JOHN SYSTON, Leicester, Builders' Merchant Nov 24 at 12 Off Rec, 1, Berridge st, Leicester

ALLEN, CHARLES, Derby, Butcher Nov 16 at 11 Off Rec, 47, Full st, Derby

BARNBY, HENRY, Kingston upon Hull, Merchant Nov 15 at 12 Off Rec, Trinity House ln, Hull

BIRD, SIDNEY JAMES, Walsall, Cycle Manufacturer Nov 16 at 11 Off Rec, Wolverhampton

BRENNAND, THOMAS, Wavertree, Liverpool, Coal Merchant Nov 15 at 12 Off Rec, 35, Victoria st, Liverpool

BROOKS, JOSEPH, Porth, Glam, Greengrocer Nov 16 at 12 135, High st, Merthyr Tydfil

BROWN, WILLIAM LEWIS, and SAMUEL YARHAM BROWN, Salisbury, Builders' Merchants Nov 17 at 12 Bankruptcy bldgs, Carey st

BURKITT, WILL, Kingston on Hull, Contractor Nov 15 at 11 Off Rec, Trinity House ln, Hull

CHARLES, THOMAS FREDERICK, Waddingham, Lincs, Builder Nov 16 at 11.30 Off Rec, 31, Silver st, Lincoln

CHARLTON, FRANK, Walkden, nr Manchester, Cycle Dealer Nov 15 at 3 Off Rec, Byrom st, Manchester

COPE, FRED JOHN, Wolverhampton, Accountant Nov 21 at 12 Off Rec, Wolverhampton

CROWTHER, DANIEL, Burley, Leeds Nov 15 at 11 Off Rec, 22, Park row, Leeds

DAY, WALTER JOHN, Reading, Butcher Nov 30 at 12 Queen's Hotel, Reading

FOX, ARTHUR WALTER, Gt Yarmouth, Painter Nov 15 at 12.30 Off Rec, 8, King st, Norwich

FREEMAN, SIDNEY JAMES, Cambridge, Confectioner Nov 15 at 2.30 Off Rec, 5, Petty Cury, Cambridge

GILLATT, ROBERT JOHN, West Stockwith, Notts, Innkeeper Nov 16 at 11 Off Rec, 31, Silver st, Lincoln

HALLAM, SAMUEL ROBINSON, Old Kent rd, Surgeon Nov 20 at 11 Bankruptcy bldgs, Carey st

HARPER, HERBERT, Littlehampton, Schoolmaster Nov 23 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton

HATCHMAN, HARRY, and WILLIAM THOMAS BENNETT, St Leonards, Caterers Nov 20 at 12.30 County Court Office, 24, Cambridge rd, Hastings

JEFFERY, CHRISTOPHER, Lowestoft, General shop Keeper Nov 18 at 12.30 Off Rec, 8, King st, Norwich

JOHNSON, WILLIAM THOMAS, Willenhall, Staffs, Carpenter Nov 16 at 12 Off Rec, Wolverhampton

KAY, JOHN HENRY, Southport, Boot Dealer Nov 15 at 1.30 Off Rec, 35, Victoria st, Liverpool

KENT, JOHN, Burton on Trent, Baker Nov 15 at 11.20 Midland Hotel, Station st, Burton on Trent

KER, CHARLES JAMES INNES, Pall Mall pl Nov 20 at 12 Bankruptcy bldgs, Carey st

KOHLER, HENRY, Friern Barnet, Restaurant Keeper Nov 17 at 2.30 Bankruptcy bldgs, Carey st

LEECH, ALBERT WESTBROOKE, Norwich, Baker Nov 15 at 12 Off Rec, 8, King st, Norwich

LENNEY, EDWIN, Nottingham, Licensed Victualler Nov 16 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

MCCREA, HUGH, Stafford, Clerk Nov 20 at 11 Swan Hotel, Stafford

MCKAY, JAMES ALEXANDER ROBERTSON, Sunderland, Plumber Nov 15 at 3.30 Off Rec, 3, Manor pl, Sunderland

MANFORD, EDWARD, Weston, nr Oswestry, Farmer and Milk Dealer Nov 15 at 11.30 The Priory, Wrexham

MATHEWS, FRANK HENRY, Chelsworth, Suffolk, Licensed Victualler Nov 17 at 2 Off Rec, 36, Princes st, Ipswich

MORRIS, KENRICK, Glanynant, Pengam, Glam, Timberman Nov 17 at 12 135, High st, Merthyr Tydfil

MORRIS, SAMUEL, Kidderminster, Cabinet Maker Nov 15 at 11 Off Rec, 199, Wolverhampton st, Dudley

NUTT, WALTER PERCIVAL, Forest Glade, Leytonstone, Warehouseman Nov 17 at 11 Bankruptcy bldgs, Carey st

OUSEY, CHARLES GORTON, Surbiton, Commercial Traveller Nov 15 at 12.30 24, Railway app, London Bridge

PALMER, HERBERT, Southsea, Hants, Plumber Nov 16 at 3 Off Rec, Cambridge junc, High st, Portsmouth

PARKER, HERBERT CHARLES, Walsall, Art Furnisher Nov 16 at 11.30 Off Rec, Wolverhampton

PETERS, SIMEON, Plymouth, Baker Nov 17 at 11 Off Rec, 6, Athenæum ter, Plymouth

PHILLIPS, WILLIAM, Neyland, Fruiterer Nov 18 at 12.30 Off Rec, 4, Queen st, Carmarthen

PIPER, ERNEST EDWIN, Hayesleigh, Yelverton, Devon Nov 16 at 11 Off Rec, 6, Athenæum ter, Plymouth

POLKINGHORNE, JAMES DAVID, Rhyl, Flint, Journalist Nov 15 at 2.45 Crypt chmbrs, Eastgate row, Chester

POLKINGHORNE, MARTHA ANN, Rhyl, Fancy Goods Dealer Nov 15 at 2.30 Crypt chambers, Eastgate row, Chester

PRICE, C B, & Co, Church st, Paddington Green, Cabinet Makers Nov 15 at 11 Bankruptcy bldgs, Carey st

REED, CHARLES, sen, and CHARLES REED, jun, Darby End, Dudley, Coal Merchants Nov 16 at 3 Off Rec, 199, Wolverhampton st, Dudley

ROBINGS, RICHARD, Sherston, Wilts, Hawker Nov 15 at 11 Off Rec, 38, Regent circus, Swindon

SCHLESICK, A, Gt Portland st, Embroiderer Nov 16 at 11 Bankruptcy bldgs, Carey st

SMITH, EDWIN, Edenbridge, Kent, Contractor Nov 16 at 3.30 Swan Hotel, The Pantiles, Tunbridge Wells

SMITH, WILLIAM, Ormskirk, Tripe Dresser Nov 15 at 2.30 Off Rec, 35, Victoria st, Liverpool

TINDALL, SIDNEY MAGUIRE, Leeds, Insurance Manager Nov 16 at 12 Bankruptcy bldgs, Carey st

TULEY, WILLIAM JOHN, Middlesbrough, Fruiterer Nov 22 at 3 Off Rec, 8, Albert rd, Middlesbrough

VOSS, ARTHUR, Coventry Nov 15 at 12 Off Rec, 8, High st, Coventry

WELLSTEED, GEORGE JOHN, Southsea, Hants, Jeweller Nov 17 at 3 Off Rec, Cambridge junc, High st, Portsmouth

WIDDUP, EPHRAIM KING, York, Grocer Nov 17 at 3 Off Rec, The Red House, Duncombe pl, York

WOOLF, JOSEPH, Higher Broughton, Manchester, Auctioneer Nov 15 at 2.30 Off Rec, Byrom st, Manchester

YATES, ALFRED. Bolton, Restaurant Keeper Nov 17 at 3 19, Exchange st, Bolton

YOUNG, CHARLES HENRY, Grangetown, Cardiff, Baker Nov 15 at 12 117, St Mary st, Cardiff

ADJUDICATIONS.

ARCH, JOHN, Porth, Glam, Insurance Agent Pontypridd Pet Nov 2 Ord Nov 2

BARKER, EDWARD CHARLES, Plymouth, Coal Merchant Plymouth Pet Nov 3 Ord Nov 3

BATES, JOHN, Hedge End, Southampton, Builder Southampton Pet Nov 3 Ord Nov 3

BATTEN, WALTER EDWARD, Bath, Grocer Bath Pet Nov 2 Ord Nov 2

BROOKS, JOSEPH, Porth, Glam, Greengrocer Pontypridd Pet Oct 19 Ord Nov 2

CHARLTON, FRANK, Walkden, nr Manchester, Cycle Dealer Salford Pet Oct 9 Ord Nov 3

CONNELL, SAMUEL JOSEPH, ISAAC SHAPIRO, and ALEXANDER MYERS, Carter ln, Mantle Makers High Court Pet Aug 28 Ord Nov 4

CORNER, EDWARD, Bridlington, Yorks, Builder Scarborough Pet Nov 3 Ord Nov 3

CROSBY, ALBERT SIDNEY, Evesham, Worcester, Company's Manager Worcester Pet Oct 16 Ord Oct 24

CROWE, CHARLES CHRISTOPHER, Seven Sisters rd, Tottenham, Timber Merchant Edmonton Pet Oct 10 Ord Nov 2

DREW, WALTER, Nottingham Nottingham Pet Nov 3 Pet Nov 3

FLANAGAN, THOMAS WILLIAM, Clay Cross, Derby, Grocer Chesterfield Pet Nov 3 Ord Nov 3

GILLATT, ROBERT JOHN, West Stockwith, Notts, Innkeeper Lincoln Pet Nov 3 Ord Nov 3

GUEST, JOSEPH, Hallett's row, Wolverhampton, Licensed Victualler Wolverhampton Pet Nov 3 Ord Nov 3

HEPTONSTALL, WILLIAM, North Featherstone, Insurance Agent Wakefield Pet Nov 4 Ord Nov 4

HOWARD, HENRY ALFRED, Mount Pleasant Swansea Pet Nov 2 Ord Nov 2

HUNTER, HENRY, Bath Bath Pet Oct 4 Ord Nov 3

JACKSON, EDWARD, Peterborough, Commercial Traveller Peterborough Pet Nov 2 Ord Nov 2

KATTERNS, FREDERICK BROOKE, Epsom, Picture Frame Maker Croydon Pet Nov 2 Ord Nov 2

LEWIS, RICHARD, Aberdare, Glam, Iron Founder Aberdare Pet Nov 3 Ord Nov 3

MATTHEWS, FRANK HENRY, Chelsworth, Suffolk, Licensed Hawker Ipswich Pet Nov 2 Ord Nov 2

MORRIS, KENRICK, Glanynant, Pengam, Timberman Merthyr Tydfil Pet Nov 2 Ord Nov 2

MURRAY, JOHN RIDLEY, and WILLIAM EDWARD LAWTHER, Wainfleet, Lincs, Mineral Water Manufacturer Boston Pet Oct 31 Ord Oct 31

NETTLETON, GEORGE HOWDEN, Leeds, Joiner Leeds Pet Nov 3 Ord Nov 3

PALMER, HERBERT, Southsea, Hants, Plumber Portsmouth Pet Nov 2 Ord Nov 2

PASCOTT, WILLIAM, Northwich, Innkeeper Crewe Pet Oct 28 Ord Nov 2

ROBERTS, HUGH THOMAS, Rhyl, Flint, Architect Bangor Pet Nov 3 Ord Nov 3

RUGMAN, ERNEST WILLIAM, Cranleigh, Cycle Dealer Guildford Pet Aug 25 Ord Oct 31

SANDERS, GEORGE EDWARD, Bradley Green, Biddulph, Staffs, Jeweller Hanley Pet Nov 4 Ord Nov 4

SMITH, ARTHUR EDWIN MONTAGUE, Fleet st, Builder High Court Pet Sept 27 Ord Nov 3

SMITH, JOSEPH WALTER, Hatton garden High Court Pet June 1 Ord Aug 3

TAYLOR, THOMAS ALFRED, Sparkhill, Worcester, Coal Merchant's Traveller Birmingham Pet Oct 31 Ord Nov 3

THOMPSON, BENJAMIN, Leytonstone, Essex, Builder High Court Pet Oct 5 Ord Nov 2

WALTER, WALTER, Bedford, Shoemaker Bedford Pet Nov 4 Ord Nov 4

WELLSTEED, GEORGE JOHN, Southsea, Hants, Jeweller Portsmouth Pet Nov 3 Ord Nov 3

WIDDUP, EPHRAIM KING, York, Grocer York Pet Nov 2 Ord Nov 2

WILLIAMS, THOMAS ALFRED, Aberaman, Aberdare, Glam, Greengrocer Aberdare Pet Nov 2 Ord Nov 2

WILLIAMS, WILLIAM BATTEN, Plas, Prestatyn, Flint, Physician Bangor Pet Nov 3 Ord Nov 3

WOOLF, JOSEPH, Higher Broughton, Manchester, Auctioneer Manchester Pet Oct 3 Ord Nov 2

YATES, ALFRED, Bolton, Restaurant Keeper Bolton Pet Nov 3 Ord Nov 3

London Gazette.—FRIDAY, Nov. 10.

RECEIVING ORDERS.

ALLISON, GEORGE SHEPHERD, Darlington, Ironmonger Stockton on Tees Pet Nov 6 Ord Nov 6

ATKIN, JOHN, Sheffield, Newsagent Sheffield Pet Nov 8 Ord Nov 8

BALL, WALTER GILE, Plymouth, Grocer Plymouth Pet Nov 6 Ord Nov 6

BELL, JAMES, and JOSEPH SIMPSON BELL, Bedale, Yorks, Ironmongers Northallerton Pet Nov 6 Ord Nov 6

BENNETT, HARRISON OXLEY, Pendleton, Lancs, Draughtsman Salford Pet Nov 7 Ord Nov 7

BLUNDERFIELD, WILLIAM, Gravesend Rochester Pet Nov 6 Ord Nov 6

BRAUN BROTHERS, Fenchurch st, Russian Merchants High Court Pet Oct 7 Ord Nov 7

BURNSIDE, F R, Rochford, Essex Chelmsford Pet Sept 2 Ord Sept 25

BUSS, EDWIN, Springhill Park, Penshurst, Kent, Farmer Tunbridge Wells Pet Nov 6 Ord Nov 6

CHEVALLEY, F C, Shooter's Hill, Kent Greenwich Pet Oct 20 Ord Nov 7

COOK, HENRY THOMAS, Southend on Sea, Builder Chelmsford Pet Nov 7 Ord Nov 7

COUSINS, ALFRED ALEXANDER, Cheltenham, Baker Cheltenham Pet Nov 8 Ord Nov 8

COVERDALE, WILLIAM, Holland st, Brixton rd, Dealer in Horses High Court Pet July 22 Ord Nov 7

CREWDSON, JOSEPH, jun, Llangefni, Anglesey, Licensed Victualler Bangor Pet Nov 6 Ord Nov 6

DENNIS, EDMUND, Reading, Butcher's Assistant Reading Pet Nov 6 Ord Nov 6

EVANS, HARRIETTE EMILY, Market Drayton, Salop, Cycle Dealer Crewe Pet Oct 17 Ord Nov 6

FLOWER, JOHN ROBERT, Perry Green, Much Hadham, Nurseryman Hertford Pet Nov 4 Ord Nov 4

GAGE, CHARLES BENJAMIN, Southsea, Hants, Auctioneer Portsmouth Pet Nov 7 Ord Nov 7

GODDARD, WALTER, Coventry, Newsagent Coventry Pet Nov 7 Ord Nov 7

GOLDBERG, ROBERT, Nottingham, Moulding Manufacturer Nottingham Pet Nov 8 Ord Nov 8

GRIFFITHS, WILLIAM, Goldtops, Newport, Mon Newport, Mon Pet Oct 5 Ord Nov 3

HARMAN, Col C E, Victoria grove, Gloucester rd High Court Pet Oct 2 Ord Nov 7

HASKINS, GILBERT GEORGE, Stonehill, Hanham, Tailor Bristol Pet Nov 8 Ord Nov 8

HAVARD, WILLIAM JOHN, Elliot Town, New Tredegar, Mon, Collier Tredegar Pet Nov 6 Ord Nov 6

HAWCROFT, JOHN EDWARD, Mexborough, Yorks, Pork Butcher Sheffield Pet Nov 7 Ord Nov 7

HEELEY, HARRY, Huddersfield, Auctioneer Huddersfield Pet Nov 7 Ord Nov 7

HENDERSON, MARY ISABEL, Coatham, Redcar, Yorks, Fruiterer Middlesbrough Pet Nov 8 Ord Nov 8

HITCHMAN, HERBERT EDWARD, Cardiff Cardiff Pet Nov 6 Ord Nov 6

JOHNSON, CHARLES, and JOHN ROBINSON, Kingston upon Hull, Builders Kingston upon Hull Pet Nov 8 Ord Nov 8

JONES, HENRY JOHN, Birmingham, Cabinet Brassfounder Birmingham Pet Nov 7 Ord Nov 7

JONES, JOHN THOMAS, Aberystwyth, Draper Aberystwyth Pet Nov 7 Ord Nov 7

JONES, MAUDE, Bwich, Brecon Newtown Pet Oct 24 Ord Nov 7

KERR, ROBERT HENRY, Margate, Boarding House Proprietor Canterbury Pet Nov 8 Ord Nov 8

LAWRENCE, ROBERT FARROR, Newport, Mon, Architect Newport, Mon Pet Nov 8 Ord Nov 8

LIST, GEORGE SIDNEY, Philbeach gdns, Earl's Court, Builder High Court Pet Oct 11 Ord Nov 8

MASON, JAMES, Blaengwnyll, Glam, Collier Aberavon Pet Nov 8 Ord Nov 8

MELVILLE, RONALD, Derby, Baker Derby Pet Oct 17 Ord Nov 7

MILLINGTON, CHARLES, Tipton, Anvil Manufacturer Dudley Pet Nov 7 Ord Nov 7

MITCHELL, ALFRED, North End, Hampstead High Court Pet Oct 6 Ord Nov 8

NOAKES, RICHARD, Ewhurst, Sussex, Farmer Hastings Pet Nov 7 Ord Nov 7

PEARCE, CHARLES, Cradley, Worcester, Grocer Stourbridge Pet Nov 7 Ord Nov 7

PLASTOW, CATHERINE ANNIE, Chester, Fancy Dealer Chester Pet Oct 25 Ord Nov 6

POWELL, JOHN, Blaengwynfi, Glam, Collier Aberavon Pet Nov 8 Ord Nov 8

ROUND, WILLIAM, Gateshead, Metal Broker Newcastle on Tyne Pet Oct 13 Ord Nov 8

SHEATH, CHARLES, Freemantle, Southampton, Carter Southampton Pet Nov 8 Ord Nov 8

SMITH, BENJAMIN, Raunds, Northampton, Butcher's Manager Peterborough Pet Nov 6 Ord Nov 6

SMITH, JOHN, Ipswich, Commission Agent Ipswich Pet Nov 7 Ord Nov 7

STONER, THOMAS, Ormskirk, Outfitter Liverpool Pet Oct 19 Ord Nov 7

TARRANT, HENRY WILLIAM, Frimley, Surrey, Builder Guildford Pet Oct 19 Ord Nov 7

TAYLOR, AUSTEN, Southfields, Bootmaker's Assistant Wandsworth Pet Nov 8 Ord Nov 8

TAYLOR, JOHN, Leeds, Fruit Merchant Leeds Pet Nov 7 Ord Nov 7

THORNTON, ROBERT HENRY, Bournemouth, Boarding House Keeper Poole Pet Nov 8 Ord Nov 8

TRIX, THOMAS WILLIAM HENRY, Walthamstow, Grocer High Court Pet Nov 8 Ord Nov 8

WALKER, JOSEPH, Cockfield, Durham, General Dealer Stockton on Tees Pet Nov 7 Ord Nov 7

WIGLEY, WILLIAM, Matlock Bridge, Derby, Farmer Derby Pet Nov 7 Ord Nov 7

WILKINS, ELIZABETH, Lozells, Aston, Warwick, Cab Proprietor Birmingham Pet Nov 6 Ord Nov 6

WING, HENRY, Liphook, Hants, Farmer Portsmouth Pet Nov 7 Ord Nov 7

WOOD, CHARLES, Challen's Farm, Sidlesham, Sussex, Farmer Brighton Pet Nov 1 Ord Nov 7

WILLIAMS, HUGH, Nebo, Llanrwst, Denbigh, Farmer Portmadoc Pet Nov 8 Ord Nov 8

FIRST MEETINGS.

ARCH, JOHN, Porth, Glam, Insurance Agent Nov 22 at 12 135, High st, Merthyr Tydfil

BARLOW, HENRY, Birkdale, Lancs, Cattle Dealer Nov 22 at 12 Off Rec, 35, Victoria st, Liverpool

BENNETT, HARRISON OXLEY, Pendleton, Lancs, Draughtsman Nov 18 at 11.30 Off Rec, Byrom st, Manchester

BRAUN BROTHERS, Fenchurch st, Russian Merchants Nov 21 at 12 Bankruptcy bldgs, Carey st

BUSS, EDWIN, Penshurst, Farmer Nov 21 at 2.30 Swan Hotel, The Pantiles, Tunbridge Wells

CORNER, EDWARD, Bridlington, Yorks, Builder Nov 20 at 4 74, Newborough, Scarborough

COVERDALE, WILLIAM, Holland st, Brixton rd, Dealer in Horses Nov 21 at 11 Bankruptcy bldgs, Carey st

DREW, WALTER, Nottingham Nov 21 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

DYER, CAREY, and SYDNEY ARTHUR, Newport, Mon, Plumbers Nov 22 at 11 Off Rec, Westgate chmbrs, Newport, Mon

ELLIS, WILLIAM, jun, Lavender hill, Clapham Junction, House Agent Nov 21 at 11.30 24, Railway app, London Bridge

FIELDING, CHARLES, Glossop, Derby, Contractor Nov 18 at 11 Off Rec, Byrom st, Manchester

FLANAGAN, THOMAS WILLIAM, Clay Cross, Derby, Grocer Nov 18 at 11 Off Rec, 47, Full st, Derby

GRIFFITH, WILLIAM LEWIS, Blaenau Festiniog, Merioneth, Quarryman Nov 18 at 12 Crypt chmbrs, Eastgate row, Chester

GUEST, JOSEPH, Halletts row, Wolverhampton, Licensed Victualler Nov 21 at 11.30 Off Rec, Wolverhampton

HOWARD, HENRY ALFRED, Swansea Nov 22 at 12.30 Off Rec, 31, Alexandra rd, Swansea

HULME, WILLIAM, Blackpool, Auctioneer Nov 20 at 10.30 Off Rec, 14, Chapel st, Preston
JONES, WILLIAM Barmouth, Merioneth, Saddler Dec 1 at 11 Townhall, Aberystwyth
LEWIS, RICHARD, Aberdare, Ironfounder Nov 20 at 12 135, High st, Merthyr Tydfil
MORGANS, THOMAS, Blaengwynfi, Glam, Collier Nov 22 at 12 Off Rec, 31, Alexandra rd, Swansea
NETTLETON, GEORGE HOWDEN, Leeds, Joiner Nov 21 at 11 Off Rec, 22, Park row, Leeds
SAMPSON, WILLIAM, New Colney, Watford, Herts, Builder Nov 20 at 12 Off Rec, 14, Bedford row
SMITH, JOHN, Ipswich, Commission Agent Nov 18 at 12.30 Off Rec, 36, Princes st, Ipswich
TAYLOR, JOHN, Leeds, Fruit Merchant Nov 22 at 11 Off Rec, 22, Park row, Leeds
TRIX, THOMAS WILLIAM HENRY, Walthamstow, Grocer Nov 20 at 12 Bankruptcy bldgs, Carey st
WILLIAMS, THOMAS ALFRED, Aberaman, Aberdare, Glam, Greengrocer Nov 21 at 12 135, High st, Merthyr Tydfil
WOOD, CHARLES, Fletcher's Farm, Sidlesham, Sussex, Farmer Nov 23 at 3 Off Rec, 4, Pavilion bldgs, Brighton

ADJUDICATIONS.

ABBOTT, WILLIAM MORRALL, Heanor, Derby, Fancy Draper Derby Pet Oct 31 Ord Nov 3
ATKIN, JOHN, Sheffield, Newsagent Sheffield Pet Nov 8 Ord Nov 8
BALL, WALTER GILES, Plymouth, Grocer Plymouth Pet Nov 6 Ord Nov 6
BELL, JAMES, and JOSEPH SIMPSON BELL, Bedale, Yorks, Ironmongers Northallerton Pet Nov 6 Ord Nov 6
BENNETT, HARRISON OXLEY, Pendleton, Lancs, Draughtsman Salford Pet Nov 7 Ord Nov 7
BLUNDERFIELD, WILLIAM, Gravesend Rochester Pet Nov 6 Ord Nov 6
BRENNAUD, THOMAS, Wavertree, Liverpool, Coal Merchant Liverpool Pet Sept 27 Ord Nov 8
COOK, HENRY THOMAS, Southend on Sea, Builder Chelmsford Pet Nov 7 Ord Nov 7
COUSINS, ALFRED ALEXANDER, Cheltenham, Baker Cheltenham Pet Nov 8 Ord Nov 8
CREWDSON, JOSEPH, jun, Llangefni, Anglesey, Licensed Victualler Bangor Pet Nov 6 Ord Nov 6
DENNIS, EDMUND, Reading, Butcher's Assistant Reading Pet Nov 6 Ord Nov 6
ELLIS, GEORGE, Failsworth, Lancs, Surgeon Oldham Pet Sept 29 Ord Nov 8
GAGE, CHARLES BENJAMIN, Southsea, Hants, Auctioneer Portsmouth Pet Nov 7 Ord Nov 7
GODDARD, WALTER, Coventry, Newsagent Coventry Pet Nov 7 Ord Nov 7
GOLDBERG, ROBERT, Nottingham, Moulding Manufacturer Nottingham Pet Nov 8 Ord Nov 8
HARRISON, WILLIAM MARSDEN, Falmouth, Photographer Truro Pet Oct 16 Ord Nov 6
HAVARD, WILLIAM JOHN, Elliott Town, New Tredegar, Mon, Collier Tredegar Pet Nov 6 Ord Nov 6
HAWCROFT, JOHN EDWARD, Mexborough, York, Pork Butcher Sheffield Pet Nov 7 Ord Nov 7
HENLEY, HARRY, Huddersfield, Auctioneer Huddersfield Pet Nov 7 Ord Nov 7
HENDERSON, MARY ISABEL, Coatham, Redcar, Yorks, Fruiterer Middlesbrough Pet Nov 8 Ord Nov 8
JAGIELSKI, VICTOR APOLLINARIS, Dorset sq, Doctor High Court Pet Sept 20 Ord Nov 8
JOHNSON, CHARLES, and JOHN ROBINSON, Kingston upon Hull, Builders Kingston upon Hull Pet Nov 8 Ord Nov 8
KAY, JOHN HENRY, Southport, Lancs, Boot Dealer Liverpool Pet Nov 1 Ord Nov 6
LAWRENCE, ROBERT FARROR, Newport, Mon, Architect Newport, Mon Pet Nov 8 Ord Nov 8
LEVY, MORRIS, Heneage ln, Bevis Marks, Clothier High Court Pet Sept 29 Ord Nov 6
MASON, JAMES, Blaengwynfi, Glam, Collier Aberavon Pet Nov 8 Ord Nov 8
MILLINGTON, CHARLES, Tipton, Staffs, Anvil Manufacturer Dudley Pet Nov 7 Ord Nov 7
NOAKES, RICHARD, Staplecross, Ewhurst, Sussex, Farmer Hastings Pet Nov 7 Ord Nov 7
PEARCE, CHARLES, Cradley, Worcester, Grocer Stourbridge Pet Nov 7 Ord Nov 7
POWELL, JOHN, Blaengwynfi, Glam, Collier Aberavon Pet Nov 8 Ord Nov 8
PRIES, ROBERT, City rd, Electrical Sundriesman High Court Pet July 1 Ord Nov 8
SHEATH, CHARLES, Freemantle, Southampton, Carter Southampton Pet Nov 8 Ord Nov 8
SHALL, FRANK ERNEST HENRY RICHARD, Lyncroft gdns, Finchley rd High Court Pet Feb 10 Ord March 9
SMITH, BENJAMIN, Raunds, Northampton, Butcher's Manager Peterborough Pet Nov 6 Ord Nov 6
SMITH, JOHN, Ipswich, Commission Agent Ipswich Pet Nov 7 Ord Nov 7
STONES, THOMAS, Scarisbrick, nr Ormskirk, Outfitter Liverpool Pet Oct 19 Ord Nov 8
SWINBURN, THOMAS, Union ct, Old Broad st, Chartered Accountant High Court Pet Aug 4 Ord Nov 6
TAYLOR, JOHN, Leeds, Fruit Merchant Leeds Pet Nov 7 Ord Nov 7
TEWKESBURY, LEWIS GREENE, Blomfield st High Court Pet Aug 28 Ord Nov 8
THORNTON, ROBERT HENRY, Bournemouth, Boarding house Keeper Poole Pet Nov 8 Ord Nov 8
TRIX, THOMAS WILLIAM HENRY, Walthamstow, Grocer High Court Pet Nov 8 Ord Nov 8
TULLY, WILLIAM JOHN, Middlesbrough, Fruiterer Stockton on Tees Pet Oct 9 Ord Nov 6
WALKER, JOSEPH, Cockfield, Durham, General Dealer Stockton on Tees Pet Nov 7 Ord Nov 7
WIGLEY, WILLIAM, Matlock Bridge, Derby, Farmer Derby Pet Nov 7 Ord Nov 7
WILLIAMS, HUGH, Nebo, Llanrwst, Denbigh, Farmer Portmadoc Pet Nov 8 Ord Nov 8
WING, HENRY, Liphook, Hants, Farmer Portsmouth Pet Nov 7 Ord Nov 7
WOOLF, HARRIS, Leman st, Whitechapel, Builder High Court Pet Oct 4 Ord Nov 7

ADJUDICATION ANNULLED.

NICHOLSON, EDWARD, Staines, Civil Engineer Kingston, Surrey Adjud July 26, 1904 Annul Oct 24

London Gazette.—TUESDAY, Nov. 14.

RECEIVING ORDERS.

AGAR, JOHN HENRY, Kingston upon Hull, Keel Owner Kingston upon Hull Pet Nov 9 Ord Nov 9
AINLEY, GEORGE WILLIAM, Blackley, nr Manchester, Sauce Maker Manchester Pet Nov 9 Ord Nov 9
ANDREWS, ALFRED JOSEPH, Northampton, Leather Merchant Northampton Pet Nov 11 Ord Nov 11
BAILEY, HENRY JAMES, Kingston upon Hull, Builder Kingston upon Hull Pet Nov 11 Ord Nov 11
BLAKENEY, ROBERT, Kingston upon Hull, Fish Merchant's Assistant Kingston upon Hull Pet Nov 9 Ord Nov 9
BOWES, JAMES, Hawnby, nr Helmsley, Yorks, Innkeeper Northallerton Pet Nov 8 Ord Nov 8
BREEZE, JOHN, Brighton, Hotel Keeper Brighton Pet Nov 9 Ord Nov 9
CANDY, EDWARD, Southampton, Boot Dealer Southampton Pet Nov 9 Ord Nov 9
CLARKE, JOSEPH PERCIVAL, Farnworth, Lancs, Herb Beer Maker Bolton Pet Nov 11 Ord Nov 11
COHEN, ISAAC, Chrisp st, Poplar, Fancy Draper High Court Pet Nov 10 Ord Nov 10
COMAN, ELIZA EMILY, Folkestone, Private Hotel Keeper Canterbury Pet Nov 11 Ord Nov 11
CROSS, WILLIAM HENRY, Leeds, Grocer's Assistant Leeds Pet Nov 8 Ord Nov 8
DOMPÉ, GIOVANNI B, Dean st, Soho High Court Pet Sept 11 Ord Nov 10
DOYLE, JOHN, Tanygrisiau, Blaenau Festiniog, Merioneth, Baker Portmadoc Pet Nov 9 Ord Nov 9
FARON, HENRY S, Lexham gdns, Kensington High Court Pet June 1 Ord Nov 10
GARDINER, ROGER, Nantymoel, Glam, Fruiterer Cardiff Pet Nov 9 Ord Nov 9
GERRARD, WILLIAM, Erith, Kent, Grocer Rochester Pet Nov 11 Ord Nov 11
GRIFFITHS, FRANCIS, Llanfairfechan, Carnarvon, Butcher Bangor Pet Nov 10 Ord Nov 10
HALSTEAD, JOHN FREDERIC, Charlestown, nr Hebden Bridge, Picker Dealer Burnley Pet Nov 10 Ord Nov 10
HAWLEY, ALBERT, Hillsborough, Sheffield, Milk Dealer Sheffield Pet Nov 10 Ord Nov 10
HEARDMAN, JOHN WILLIAM, Dunham Massey, Cheshire, Accountant Manchester Pet Nov 10 Ord Nov 10
HERRON, JOHN, Birkenhead, Cheshire Birkenhead Pet Sept 6 Ord Nov 9
HUBBARD, GEORGE, Horsford, Norfolk, Potato Merchant Norwich Pet Nov 10 Ord Nov 10
HUGHES, JOHN, Kirkgate, Leeds, Publican Leeds Pet Oct 25 Ord Nov 10
JUDGE, MARTIN, Holbrook ter, West Ham, Dairyman High Court Pet Oct 21 Ord Nov 10
KISBEE, GEORGE, Loughborough, Baker Leicester Pet Oct 18 Ord Nov 9
LEAKE, HENRY EDWARD, Leeds, Bootmaker Leeds Pet Nov 10 Ord Nov 10
MATHEWS, THOMAS GEORGE, Portsmouth, Grocer Portsmouth Pet Nov 11 Ord Nov 11
MILLS, CHARLES, Eccleshill, Bradford, Greengrocer Bradford Pet Oct 28 Ord Nov 10
MUMBY, GEORGE WILLIAM, Long Eaton, Derby, Labourer Derby Pet Nov 9 Ord Nov 9
NEWTON, RUPERT EDWARD, Birmingham Electro Plate Manufacturer Birmingham Pet Nov 11 Ord Nov 11
ORMROD, JOHN, Bolton, Builder Bolton Pet Oct 23 Ord Nov 8
POPERT, WILLIAM, Sach rd, Upper Clapton, Insurance Manager High Court Pet Nov 11 Ord Nov 11
ROBERTS, OWEN, Mynydd Llandegai, Bethesda, Carnarvon, Quarryman Bangor Pet Nov 11 Ord Nov 11
ROWELL, FRANCIS JOHN HARDING, Axminster, Devon, Mineral Water Manufacturer Exeter Pet Nov 9 Ord Nov 9
RUDD, ARTHUR RICHARD, Kingston upon Hull, Butcher's Assistant Kingston upon Hull Pet Nov 10 Ord Nov 10
RUTSON, ARTHUR JAMES, Preston, Brighton, Builder Brighton Pet Nov 9 Ord Nov 9
SHRAGER BROS, Lloyd's av, Merchants High Court Pet Oct 28 Ord Nov 9
SHUTE, ALBERT, and ROBERT FREDERICK SHUTE, Gt Grimsby, Fish Merchants Gt Grimsby Pet Nov 10 Ord Nov 10
SMITH, LOUISA, Farnham, Saddler Guildford Pet Nov 11 Ord Nov 11
STAMP, WILLIAM ASAPH, Flixton, Lancs, Road Contractor Salford Pet Nov 10 Ord Nov 10
STEVENS, JOSEPH WALTER, Trevanson, St Breock, Cornwall, Solicitor's Clerk Truro Pet Nov 6 Ord Nov 11
STRINGER, EDWARD, Bradford, Painter Bradford Pet Nov 9 Ord Nov 9
SUGDEN, J, Liverpool, Plumber Liverpool Pet Nov 8 Ord Nov 9
THATCHER, JOHN VICARY, Ilford, Mercantile Clerk High Court Pet Nov 9 Ord Nov 9
TOWNSEND, WILLIAM HENRY, Norwich, Tailor Norwich Pet Nov 9 Ord Nov 9
WHITEHOD, W B, Lower rd, Rotherhithe, Butcher High Court Pet Oct 24 Ord Nov 9
WIDDOWS, ELEANOR ELIZABETH, Norwich, Shopkeeper Norwich Pet Nov 11 Ord Nov 11
WILDING, EDWARD, Cross Houses, Oldbury, Salop, Wheelwright Madeley Pet Nov 9 Ord Nov 9
WILLARD, RICHARD, and THOMAS WILLIAM COOTER, Hove, Sussex, Tailors Brighton Pet Nov 11 Ord Nov 11
WILLIAMS, JOHN, Llantrisant, Glam, Colliery Engine Driver Pontypridd Pet Nov 9 Ord Nov 9